



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590

EPA Region 5 Records Ctr.



240060

OCT 28 2005

REPLY TO THE ATTENTION OF

RRG Clayton Chemical Site - Soils

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

RRG/CLAYTON CHEMICAL SITE PRP Group
c/o: Sharon R. Newlon, Esq.
Dickinson Wright, PLLC
500 Woodward Ave., Suite 4000
Detroit, MI 48226

Re: Administrative Settlement Agreement and Order on Consent for Removal Action for the
RRG/Clayton Chemical Soils Site

Dear Madam:

Enclosed please find an executed copy of the Administrative Settlement Agreement and Order on Consent issued for this Site pursuant to Sections 104, 107 and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§9604, 9607 and 9622. Thank you for your cooperation in this matter.

If you have any questions regarding this Agreement, please contact Tom Turner, Associate Regional Counsel, at (312) 886-6613 or Kevin Turner, On-Scene Coordinator, at (618) 997-0115.

Sincerely yours,

Richard C. Karl, Director
Superfund Division

Enclosure

cc: State Agency Superfund Program Manager

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5

IN THE MATTER OF:

RESOURCE RECOVERY GROUP/
CLAYTON CHEMICAL SITE
Sauget, Illinois

ADMINISTRATIVE SETTLEMENT
AGREEMENT AND ORDER ON
CONSENT FOR REMOVAL ACTION

Docket No. V-W '05 C-829

Respondents:

Listed in Attachments A and B

Proceeding Under Sections 104, 107 and
122 of the Comprehensive Environmental
Response, Compensation, and Liability Act,
as amended, 42 U.S.C. §§ 9604, 9607 and
9622

TABLE OF CONTENTS

I.	JURISDICTION AND GENERAL PROVISIONS	2
II.	PARTIES BOUND	2
III.	DEFINITIONS	3
IV.	FINDINGS OF FACT	5
V.	CONCLUSIONS OF LAW AND DETERMINATIONS	7
VI.	SETTLEMENT AGREEMENT AND ORDER	9
VII.	DESIGNATION OF CONTRACTOR, PROJECT COORDINATOR, AND ON-SCENE COORDINATOR	9
VIII.	WORK TO BE PERFORMED	11
IX.	SITE ACCESS	15
X.	ACCESS TO INFORMATION	15
XI.	RECORD RETENTION	16
XII.	COMPLIANCE WITH OTHER LAWS	17
XIII.	EMERGENCY RESPONSE AND NOTIFICATION OF RELEASES	17
XIV.	AUTHORITY OF ON-SCENE COORDINATOR	18
XV.	PAYMENT OF RESPONSE COSTS	18
XVI.	DISPUTE RESOLUTION	21
XVII.	FORCE MAJEURE	22
XVIII.	STIPULATED PENALTIES	23
XIX.	COVENANT NOT TO SUE BY U.S. EPA	25
XX.	RESERVATIONS OF RIGHTS BY U.S. EPA	25
XXI.	COVENANTS BY RESPONDENTS AND SETTLING FEDERAL AGENCY ..	26
XXII.	OTHER CLAIMS	28
XXIII.	CONTRIBUTION	28
XXIV.	INDEMNIFICATION	29
XXV.	MODIFICATIONS	29
XXVI.	NOTICE OF COMPLETION OF WORK	30
XXVII.	SEVERABILITY/INTEGRATION/ATTACHMENTS	30
XXVIII.	EFFECTIVE DATE	30

I. JURISDICTION AND GENERAL PROVISIONS

1. This Administrative Settlement Agreement and Order on Consent ("Settlement Agreement") is entered into voluntarily by the United States Environmental Protection Agency ("U.S. EPA"), Respondents, and the Settling Federal Agency. This Settlement Agreement provides for the performance of removal actions by Respondents and the reimbursement of certain response costs incurred by the United States at or in connection with the property located at One Mobile Avenue in Sauget, Illinois, the "Resource Recovery Group/Clayton Chemical Site" or the "Site."

1.1 This Settlement Agreement also provides for resolution of the claims of Respondents which have been or could have been asserted against the United States with regard to this Site as provided in this Settlement Agreement.

2. This Settlement Agreement is issued under the authority vested in the President of the United States by Sections 104a, 107, 122a, and 122h of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9604a, 9607, 9622a, and 9622h, as amended ("CERCLA"). This authority has been delegated to the Administrator of the U.S. EPA by Executive Order No. 12580, January 23, 1987, 52 Federal Register 2923, and further delegated to the Regional Administrators by U.S. EPA Delegation Nos. 14-14-C and 14-14-D, and to the Director, Superfund Division, Region 5, by Regional Delegation Nos. 14-14-C and 14-14-D.

3. U.S. EPA has notified the State of Illinois (the "State") of this action.

4. U.S. EPA, Respondents, and the Settling Federal Agency recognize that this Settlement Agreement has been negotiated in good faith and that the actions undertaken by Respondents and the Settling Federal Agency in accordance with this Settlement Agreement do not constitute an admission of any liability. Respondents and the Settling Federal Agency do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Settlement Agreement, the validity of the findings of facts, conclusions of law, and determinations in Sections IV and V of this Settlement Agreement. Respondents and the Settling Federal Agency agree to comply with and be bound by the terms of this Settlement Agreement and further agree that they will not contest the basis or validity of this Settlement Agreement or its terms.

II. PARTIES BOUND

5. This Settlement Agreement applies to and is binding upon U.S. EPA and the Settling Federal Agency and upon Respondents and their heirs, successors and assigns. Any change in ownership or corporate status of a Respondent including, but not limited to, any transfer of assets or real or personal property shall not alter such Respondent's responsibilities under this Settlement Agreement.

There shall be two classes of Respondents under this Settlement Agreement:

A. The Respondents who are listed in Attachment A hereto shall be designated "Performing Respondents" and shall be obligated to comply fully with and be bound by all the terms and conditions of this Settlement Agreement, except those terms and conditions that apply solely to Non-Performing Respondents.

B. Those Respondents who are listed in Attachment B hereto have agreed solely to contribute sums to Performing Respondents towards the costs of complying with this Settlement Agreement, pursuant to a private settlement agreement, and shall be designated "Non-Performing Respondents." Such Non-Performing Respondents shall be obligated to comply with and shall receive the protection of all provisions of this Settlement Agreement, except, in general, Sections VII to IX. Any protection provided to the Non-Performing Respondents by this Settlement Agreement shall apply only upon full compliance with the Settlement Agreement by Performing Respondents.

6. Respondents are jointly and severally liable for carrying out all activities required of them by this Settlement Agreement. In the event of the insolvency or other failure of any one or more Respondents to implement the requirements of this Settlement Agreement, the remaining Respondents shall complete all such requirements.

7. Respondents shall ensure that their contractors, subcontractors, and representatives comply with this Settlement Agreement. Respondents shall be responsible for any noncompliance with this Settlement Agreement, other than requirements of the Settling Federal Agency.

III. DEFINITIONS

8. Unless otherwise expressly provided herein, terms used in this Agreement and Order that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meanings assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Settlement Agreement or in the appendices attached hereto and incorporated hereunder, the following definitions shall apply:

a. "Administrative Settlement Agreement" or "Settlement Agreement" shall mean this Administrative Settlement Agreement and Order on Consent and all appendices attached hereto (listed in Section XXVII). In the event of conflict between this Settlement Agreement and any appendix, this Settlement Agreement shall control.

b. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601, *et seq.*

c. "Effective Date" shall be the effective date of this Settlement Agreement as

provided in Section XXVIII.

d. "Future Response Costs" shall mean all costs, including direct and indirect costs, that the U.S. EPA incurs in reviewing or developing plans, reports and other items pursuant to this Settlement Agreement, verifying the Work, or otherwise implementing, overseeing, or enforcing this Settlement Agreement. Future Response Costs shall also include all costs, including direct and indirect costs, incurred prior to the Effective Date, but paid after that date.

e. "Interest" shall mean interest at the rate specified for interest on investments of the U.S. EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

f. "National Contingency Plan" or "NCP" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

g. "Parties" shall mean U.S. EPA, Respondents, and the Settling Federal Agency.

h. "Past Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs, that the U.S. EPA paid at or in connection with the hazardous soils portion of the Site beginning January 1, 2001 to the Effective Date of this Settlement Agreement which have not previously been reimbursed.

i. "RCRA" shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. § 6901, *et seq.* (also known as the Resource Conservation and Recovery Act).

j. "Respondents" shall mean those Parties identified in Attachments A and B.

k. "Settling Federal Agency" shall mean the United States Environmental Protection Agency Region 7, including all of its components, which is resolving any claims which have been or could be asserted against it with regard to this Site as provided in this Settlement Agreement.

l. "Site" shall mean the Resource Recovery Group(RRG)/Clayton Chemical Superfund Site, encompassing approximately seven (7) acres, located at One Mobile Avenue in Sauget, Illinois, and depicted generally on the map attached as Attachment C.

m. "State" shall mean the State of Illinois.

n. "United States" shall mean the United States of America, including all of its

departments, agencies, and instrumentalities, which includes without limitation EPA, the Settling Federal Agency and any federal natural resources trustee.

o. "U.S. EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.

p. "Waste Material" shall mean 1) any "hazardous substance" under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); 2) any pollutant or contaminant under Section 101(33) of CERCLA, 42 U.S.C. § 9601(33); 3) any "solid waste" under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27); and 4) any "hazardous material" under 415 ILCS 5/3.215.

q. "Work" shall mean all activities Respondents are required to perform under this Settlement Agreement.

IV. FINDINGS OF FACT

9. Based on available information, including the Administrative Record in this matter, U.S. EPA hereby finds that:

- a. The RRG/Clayton Chemical Site is located at 1 Mobile Avenue, Sauget, Illinois. The Site lies in a flood plain protected by a river levee. The Site is approximately seven acres in size and is located in a highly industrialized area. See map at Attachment C.
- b. Prior to 1961 the Site was owned by GM&O Railroad and the Site was used to repair and maintain railroad equipment.
- c. In 1961, Clayton Chemical Company leased the facility to recycle and recover used solvents and waste oil.
- d. On May 12th 1981, the Village of Sauget deeded the Site property to the Clayton Chemical Company. Clayton Chemical Company continued operating a waste oil and solvent recycling business from the Site. In November of 1996, Clayton Chemical Company discontinued operations at the Site.
- e. Between 1996 and 1998, the Site was operated as a waste oil and spent solvents recycling and recovery business by a new entity, the Resource Recovery Group (RRG).
- f. Illinois Environmental Protection Agency (IEPA) Resource Conservation and Recovery Act (RCRA) hazardous waste records reviewed by U.S. EPA indicated that between 1995 and 1998, the RRG/Clayton Chemical facility received hazardous substances for processing from or was owned or operated by, among others, the Respondents designated as Potentially Responsible Parties (PRPs) at the Site in the U.S. EPA, March 6, 2002,

General Notice Letter.

- g. In 1998, IEPA denied the RCRA permit of RRG, and the RRG/Clayton Chemical facility ceased acceptance of hazardous substances.
- h. The hazardous substances shipped to the Site (between 1995 and 1998) included caustics, corrosives, ignitable hazardous liquids and solids, solvents, acids, liquid fuels, and dry cleaning waste materials.
- i. During June 5-7, 2001, U.S. EPA conducted a site assessment at the Site. Twenty-two soil samples, and ten groundwater samples were taken during the site assessment. Sampling of some of the containerized liquids at the Site revealed that they still contained hazardous substances, including, but not limited to, hazardous substances as described in the IEPA RCRA hazardous waste manifests for certain Respondents. The U.S. EPA site assessment indicated Site soil contamination based upon the release of the types of Hazardous Substances (or residual remainders) shipped by the previously mentioned Respondent generators.
- j. In Fall 2002, Mr. Dennis Ballinger of Dennis Ballinger Real Estate/Globe Tax Service, Decatur, IL, purchased a Sheriff's Tax Sale deed to the Site property in a St. Clair County (IL) tax sale.
- k. On October 8, 2002, U.S. EPA issued a CERCLA Section 106 Administrative Order on Consent (AOC) for removal of hazardous liquid substances stored in drums, tanks, containers and other vessels at the Site. The removal was performed by a PRP liquids removal group composed of the Respondents identified in subparagraph f. The PRP liquids removal group performed the removal between 2002 and 2004.
- l. Pursuant to the October 2002 AOC, the PRP liquids removal group also researched all available Site records and additional IEPA records and created an August 2004 PRP waste report for the present soil removal action. Records from on-Site and further IEPA waste shipment records (for 1987 to 1998), and 2002 St. Clair county tax records, revealed that the Respondents identified in subparagraphs f and j sent waste to or maintained an ownership or operational interest in the Site facility. The August 2004 PRP waste report was reviewed by U.S. EPA and developed into the November 2004 list of Respondents that received CERCLA General Notice Letters for the present soil removal action.
- m. On November 22, 2004 and February 15, 2005, U.S. EPA issued General Notice letters to Respondents identified as generator or owner/operator PRPs (as described in subparagraphs "j" and "l") for the hazardous soil

removal planned for the Site.

V. CONCLUSIONS OF LAW AND DETERMINATIONS

10. Based on the Findings of Fact set forth above, and the Administrative Record supporting this removal action, U.S. EPA has determined that:
- a. The RRG/Clayton Chemical Site is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).
 - b. The contamination found at the Site, as identified in the Findings of Fact above, includes "hazardous substances" as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).
 - c. Each Respondent and the Settling Federal Agency is a "person" as defined by Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).
 - d. Each Respondent is a responsible party under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and is jointly and severally liable for performance of the response action and for response costs incurred and to be incurred at the Site. The Respondents identified in Attachments A and B and the Settling Federal Agency, among others, arranged for treatment or disposal, or transported for treatment or disposal, hazardous substances at the RRG/Clayton Chemical Site. RRG and Clayton Chemical Company, as well as Mr. Dennis Ballinger, are or were the owners or operators of the Site at the time of release or threatened release. Each Respondent and the Settling Federal Agency therefore may be liable under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), as "arrangers" at, or as "owners/operators" of, the RRG/Clayton Chemical Site, as defined by Section 101(20) of CERCLA, 42 U.S.C. § 9601(20).
 - e. The conditions described in the Findings of Fact above constitute an actual or threatened "release" of a hazardous substance from the facility into the "environment" as defined by Sections 101(22) and 101(8) of CERCLA, 42 U.S.C. §§ 9601(22) and 9601(8).
 - f. The conditions present at the Site constitute a threat to public health, welfare, or the environment based upon the factors set forth in Section 300.415(b)(2) of the National Oil and Hazardous Substances Pollution Contingency Plan, as amended ("NCP"), 40 CFR § 300.415(b)(2). These factors include, but are not limited to, the following:
 - i. Actual or potential exposure to nearby human populations,

animals, or the food chain from hazardous substances, pollutants or contaminants; this factor is present at the Site due to the existence of RCRA metals, lead, chromium, arsenic in the soil, PCBs in the soil, and historic leakage from containerized hazardous and ignitable materials into the soil of the Site.

The Site Assessment revealed several areas where bulk waste was dumped directly into the ground. During the Site Assessment, 59 test pits were dug throughout the property.

The laboratory analytical results for both soil and groundwater, as stated above, further documented that actual releases to the environment have occurred.

- ii. Actual or potential contamination of drinking water supplies or sensitive ecosystems; this factor is present at the Site due to the existence of porous sandy area soils that are suitable for run-off and could move contaminants to groundwater or drinking water.
- iii. Hazardous substances or pollutants or contaminants in drums, barrels, tanks, or other bulk storage containers, that may pose a threat of release; this factor is present at the Site due to the existence of ignitable and hazardous solid waste materials, and in some cases leaking, insecure or deteriorated containment units.
- iv. High levels of hazardous substances or pollutants or contaminants in soils largely at or near the surface, that may migrate; this factor is present at the Site due to the existence of RCRA metals, ignitable compounds and PCBs in Site soils.

Analytical results indicated that both surface and subsurface soils at the RRG/Clayton Chemical site have been impacted by elevated concentrations of various heavy metals, PCBs, and ignitable compounds. The contamination exists on the ground surface where it may easily migrate via surface water runoff or become airborne. Although an extensive geological study of the site has not been performed, area soils appear to be of a porous, sandy nature, which would facilitate contamination migration to groundwater.

- v. Weather conditions that may cause hazardous substances or pollutants or contaminants to migrate or be released; this factor is present at the Site due to the existence of the potential for heavy

rains and large-scale area flooding in the Mississippi River flood plain.

The Site Assessment documented that surface contamination could migrate off site via heavy rains, flooding or severe winds. Heavy rains may cause further migration of contaminants off site. Winds could cause dust particles containing heavy metals and PCBs to migrate off site. These weather conditions could result in a continued release of the hazardous wastes described herein to the surrounding soil, air and surface water.

- vi. Threat of fire or explosion; this factor is present at the Site due to the existence of leaking and ignitable RCRA hazardous waste materials in solid form, ignitable soil compounds, and the potential for severe wind storms or tornados.
- vii. The unavailability of other appropriate federal or state response mechanisms to respond to the release; this factor supports the actions required by this Settlement Agreement at the Site because of the referral in February 2001 of the site from IEPA to U.S. EPA.

Illinois EPA requested U.S. EPA, Region 5, assistance with the RRG/Clayton Chemical site. The State of Illinois does not have the funds to undertake removal of the hazardous wastes and hazardous substances found at this site.

- g. The removal action required by this Settlement Agreement is necessary to protect the public health, welfare, or the environment, 42 U.S.C. § 9604(a)(1), and, if carried out in compliance with the terms of this Agreement, will be considered consistent with the NCP, 42 U.S.C. §§ 9604(a)(1) and 9622(a).

VI. SETTLEMENT AGREEMENT AND ORDER

Based upon the foregoing Findings of Fact, Conclusions of Law, Determinations, and the Administrative Record for this Site, it is hereby Agreed and Ordered that Respondents shall comply with all provisions of this Settlement Agreement, including, but not limited to, all attachments to this Settlement Agreement and all documents incorporated by reference into this Settlement Agreement.

VII. DESIGNATION OF CONTRACTOR, PROJECT COORDINATOR, AND ON-SCENE COORDINATOR

11. Performing Respondents shall retain one or more contractors to perform the Work and shall notify U.S. EPA of the name and qualifications of each contractor within 15 calendar days of the Effective Date. Performing Respondents shall also notify U.S. EPA of the name and qualifications of all other contractors or subcontractors retained to perform the Work at least 15 calendar days prior to commencement of such Work. U.S. EPA retains the right to disapprove of any or all of the contractors and/or subcontractors retained by Performing Respondents. If U.S. EPA disapproves of a selected contractor, Performing Respondents shall retain a different contractor and shall notify U.S. EPA of that contractor's name and qualifications within 3 business days of U.S. EPA's disapproval. The contractor must demonstrate compliance with ANSI/ASQC E-4-1994, "Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs" (American National Standard, January 5, 1995), by submitting a copy of the proposed contractor's Quality Management Plan ("QMP"). The QMP should be prepared consistent with "EPA Requirements for Quality Management Plans (QA/R-2)" (EPA/240/B0-1/002), or equivalent documentation as required by U.S. EPA.

12. Within 5 business days after the Effective Date, Performing Respondents shall designate a Project Coordinator who shall be responsible for administration of all actions by Performing Respondents required by this Settlement Agreement and shall submit to U.S. EPA the designated Project Coordinator's name, address, telephone number, and qualifications. To the greatest extent possible, the Project Coordinator shall be present on Site or readily available during Site work. U.S. EPA retains the right to disapprove of the designated Project Coordinator. If U.S. EPA disapproves of the designated Project Coordinator, Performing Respondents shall retain a different Project Coordinator and shall notify U.S. EPA of that person's name, address, telephone number, and qualifications within 4 business days following U.S. EPA's disapproval. Receipt by Performing Respondents' Project Coordinator of any notice or communication from U.S. EPA relating to this Settlement Agreement shall constitute receipt by all Performing Respondents.

13. U.S. EPA has designated Kevin Turner of the Emergency Response Branch, Region 5, as its On-Scene Coordinator ("OSC"). Except as otherwise provided in this Settlement Agreement, Respondents shall direct all submissions required by this Settlement Agreement to the OSC at 8588 Rt. 148, Marion, IL 62959. All Performing Respondents are encouraged to make their submissions to U.S. EPA on recycled paper (which includes significant post-consumer waste paper content where possible) and using two-sided copies.

14. U.S. EPA and Performing Respondents shall have the right, subject to Paragraph 12, to change their respective designated OSC or Project Coordinator. U.S. EPA shall notify the Performing Respondents, and Performing Respondents shall notify U.S. EPA, as early as possible before such a change is made, but in no case less than 24 hours before such a change. The initial notification may be made orally but it shall be promptly followed by a written notice.

VIII. WORK TO BE PERFORMED

15. The Work to be performed pursuant to the Settlement Agreement is set out in the Work Plan (included as Appendix A) and, in addition and as part of the Work, Performing Respondents shall:

- a. Develop and implement a Site Health and Safety Plan, subject to paragraph 17 below, including an air monitoring plan and Site contingency plan;
- b. Develop and implement a Site security plan;
- c. Characterize, remove and properly dispose of hazardous substances and wastes (solids and contaminated soils) located at the Site in accordance with the Work Plan included as Appendix A and U.S. EPA's Off-Site Rule (40 CFR 300.440);
- d. Conduct such other activities as are required in Paragraphs 16-21 of this Settlement Agreement; and,
- e. Conduct and perform under the supervision of the OSC such other activities as are necessary and incidental to the implementation and completion of the Work.

The nature of this removal action will eliminate the need for any post removal Site control as detailed in the provisions of Section 300.415(l) of the NCP.

16. Work Plan Implementation.

- a. Performing Respondents shall implement the Work Plan attached hereto in accordance with the schedule approved by U.S. EPA. The Work Plan, the schedule, and any subsequent modifications are incorporated into and fully enforceable under this Settlement Agreement.
- b. Performing Respondents shall not commence any Work except in conformance with the terms of this Settlement Agreement. Performing Respondents shall not commence implementation of the Work Plan attached hereto until receiving written U.S. EPA approval pursuant to Paragraph 16(b).

17. Health and Safety Plan. Within 10 business days after the Effective Date,

Performing Respondents shall submit for U.S. EPA review and comment a plan that ensures the protection of the public health and safety during performance of on-Site work under this Settlement Agreement. This plan shall be prepared consistent with U.S. EPA's Standard Operating Safety Guide (PUB 9285.1-03, PB 92-963414, June 1992). In addition, the plan shall comply with all currently applicable Occupational Safety and Health Administration ("OSHA") regulations found at 29 C.F.R. Part 1910. If U.S. EPA determines that it is appropriate, the plan shall also include contingency planning. Performing Respondents shall incorporate all changes to the plan recommended by U.S. EPA and shall implement the plan during the pendency of the removal action.

18. Quality Assurance and Sampling.

- a. All sampling and analyses performed pursuant to this Settlement Agreement shall conform to U.S. EPA direction, approval, and guidance regarding sampling, quality assurance/quality control ("QA/QC"), data validation, and chain of custody procedures. Performing Respondents shall ensure that the laboratory used to perform the analyses participates in a QA/QC program that complies with the appropriate U.S. EPA guidance. Performing Respondents shall follow, as appropriate, "Quality Assurance/Quality Control Guidance for Removal Activities: Sampling QA/QC Plan and Data Validation Procedures" (OSWER Directive No. 9360.4-01, April 1, 1990), as guidance for QA/QC and sampling. Performing Respondents shall only use laboratories that have a documented Quality System that complies with ANSI/ASQC E-4 1994, "Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs" (American National Standard, January 5, 1995), and "EPA Requirements for Quality Management Plans (QA/R-2) (EPA/240/B-01/002, March 2001)," or equivalent documentation as determined by U.S. EPA. U.S. EPA may consider laboratories accredited under the National Environmental Laboratory Accreditation Program ("NELAP") as meeting the Quality System requirements.
- b. Upon request by U.S. EPA, Performing Respondents shall have such a laboratory analyze samples submitted by U.S. EPA for QA monitoring. Performing Respondents shall provide to U.S. EPA the QA/QC procedures followed by all sampling teams and laboratories performing data collection and/or analysis.
- c. Upon request by U.S. EPA, Performing Respondents shall allow U.S. EPA or its authorized representatives to take split and/or duplicate samples. Performing Respondents shall notify U.S. EPA not less than 3 business days in advance of any sample collection activity, unless shorter

notice is agreed to by U.S. EPA. U.S. EPA shall have the right to take any additional samples that U.S. EPA deems necessary. Upon request, U.S. EPA shall allow Performing Respondents to take split or duplicate samples of any samples it takes as part of its oversight of Performing Respondents' implementation of the Work.

19. Reporting.

a. Performing Respondents shall submit a written progress report, either by hard copy or electronically, to U.S. EPA concerning actions undertaken pursuant to this Settlement Agreement every 30th day after the effective date of this Settlement Agreement until termination of this Settlement Agreement, unless otherwise directed in writing by the OSC. These reports shall describe all significant developments during the preceding period, including the actions performed and any problems encountered, analytical data received during the reporting period, and the developments anticipated during the next reporting period, including a schedule of actions to be performed, anticipated problems, and planned resolutions of past or anticipated problems.

b. Performing Respondents shall submit 2 copies of all plans, reports or other submissions required by this Settlement Agreement, or any approved work plan. Upon request by U.S. EPA, Performing Respondents shall submit such documents in electronic form.

c. Respondents who own or control property at the Site shall, at least 30 days prior to the conveyance of any interest in real property at the Site, give written notice to the transferee that the property is subject to this Settlement Agreement and written notice to U.S. EPA and the State of the proposed conveyance, including the name and address of the transferee. Respondents who own or control property at the Site also agree to require that their successors comply with the immediately preceding sentence and Sections IX (Site Access) and X (Access to Information).

20. Final Report. Within 60 calendar days after completion of all Work required by Section VIII of this Settlement Agreement, Performing Respondents shall submit for U.S. EPA review a final report summarizing the actions taken to comply with this Settlement Agreement. The final report shall conform, at a minimum, with the requirements set forth in Section 300.165 of the NCP entitled "OSC Reports" and with the guidance set forth in "Superfund Removal Procedures: Removal Response Reporting – POLREPS and OSC Reports" (OSWER Directive No. 9360.3-03, June 1, 1994). The final report shall include a good faith estimate of total costs or a statement of actual costs incurred in complying with the Settlement Agreement, a listing of quantities and types of materials removed off-Site or handled on-Site, a

discussion of removal and disposal options considered for those materials, a listing of the ultimate destination(s) of those materials, a presentation of the analytical results of all sampling and analyses performed, and accompanying appendices containing all relevant documentation generated during the removal action (e.g., manifests, invoices, bills, contracts, and permits). The final report shall also include the following certification signed by a person who supervised or directed the preparation of that report:

“Under penalty of law, I certify that to the best of my knowledge, after appropriate inquiries of all relevant persons involved in the preparation of the report, the information submitted is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.”

21. Off-Site Shipments.

a. Performing Respondents shall, prior to any off-Site shipment of Waste Material from the Site to an out-of-state waste management facility, provide written notification of such shipment of Waste Material to the appropriate *state environmental official in the receiving facility's state* and to the On-Scene Coordinator. However, this notification requirement shall not apply to any off-Site shipments when the total volume of all such shipments will not exceed 10 cubic yards.

i. Performing Respondents shall include in the written notification the following information: 1) the name and location of the facility to which the Waste Material is to be shipped; 2) the type and quantity of the Waste Material to be shipped; 3) the expected schedule for the shipment of the Waste Material; and 4) the method of transportation. Performing Respondents shall notify the state in which the planned receiving facility is located of major changes in the shipment plan, such as a decision to ship the Waste Material to another facility within the same state, or to a facility in another state.

ii. The identity of the receiving facility and state will be determined by Performing Respondents following the award of the contract for the removal action. Performing Respondents shall provide the information required by Paragraph 21(a) and (b) as soon as practicable after the award of the contract and before the Waste Material is actually shipped.

b. Before shipping any hazardous substances, pollutants, or contaminants from the Site to an off-site location, Performing Respondents shall obtain

U.S. EPA's certification that the proposed receiving facility is operating in compliance with the requirements of CERCLA Section 121(d)(3), 42 U.S.C. § 9621(d)(3), and 40 C.F.R. § 300.440. Performing Respondents shall only send hazardous substances, pollutants, or contaminants from the Site to an off-site facility that complies with the requirements of the statutory provision and regulation cited in the preceding sentence.

IX. SITE ACCESS

22. If the Site, or any other property where access is needed to implement this Settlement Agreement, is owned or controlled by any of the Respondents, such Respondents shall, commencing on the Effective Date, provide U.S. EPA, the State, and their representatives, including contractors, with access at all reasonable times to the Site, or such other property, for the purpose of conducting any activity related to this Settlement Agreement.

23. Where any action under this Settlement Agreement is to be performed in areas owned by or in possession of someone other than Respondents, Performing Respondents shall use their best efforts to obtain all necessary access agreements within 10 business days after the Effective Date, or as otherwise specified in writing by the OSC. Performing Respondents shall immediately notify U.S. EPA if after using their best efforts they are unable to obtain such agreements. For purposes of this Paragraph, "best efforts" includes the payment of reasonable sums of money in consideration of access. Performing Respondents shall describe in writing their efforts to obtain access. U.S. EPA may then assist Performing Respondents in gaining access, to the extent necessary to effectuate the response actions described herein, using such means as U.S. EPA deems appropriate. Performing Respondents shall reimburse U.S. EPA for all costs and attorney's fees incurred by the United States in obtaining such access, in accordance with the procedures in Section XV (Payment of Response Costs).

24. Notwithstanding any provision of this Settlement Agreement, U.S. EPA and the State retain all of their access authorities and rights, including enforcement authorities related thereto, under CERCLA, RCRA, and any other applicable statutes or regulations.

X. ACCESS TO INFORMATION

25. Performing Respondents shall provide to U.S. EPA, upon request, copies of all documents and information within their possession or control or that of their contractors or agents relating to activities at the Site or to the implementation of this Settlement Agreement, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to the Work. Performing Respondents shall also make available to U.S. EPA, for purposes of investigation, information gathering, or testimony, their employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work.

26. Respondents may assert business confidentiality claims covering part or all of the documents or information submitted to U.S. EPA under this Settlement Agreement to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 CFR § 2.203(b). Documents or information determined to be confidential by U.S. EPA will be afforded the protection specified in 40 CFR Part 2, Subpart B. If no claim of confidentiality accompanies documents or information when they are submitted to U.S. EPA, or if U.S. EPA has notified Respondents that the documents or information are not confidential under the standards of Section 104(e)(7) of CERCLA or 40 CFR Part 2, Subpart B, the public may be given access to such documents or information without further notice to Respondents.

27. Respondents may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If the Respondents assert such a privilege in lieu of providing documents, upon U.S. EPA request, Respondents shall provide U.S. EPA with the following: 1) the title of the document, record, or information; 2) the date of the document, record, or information; 3) the name and title of the author of the document, record, or information; 4) the name and title of each addressee and recipient; 5) a description of the contents of the document, record, or information; and 6) the privilege asserted by Respondents. However, no documents, reports or other information created or generated pursuant to the requirements of this Settlement Agreement shall be withheld on the grounds that they are privileged.

28. No claim of confidentiality shall be made with respect to any data, including, but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, or engineering data, or any other documents or information evidencing conditions at or around the Site.

XI. RECORD RETENTION

29. Until 6 years after Respondents' receipt of U.S. EPA's notification pursuant to Section XXVI (Notice of Completion of Work), each Respondent shall preserve and retain all non-identical copies of records and documents (including records or documents in electronic form) now in its possession or control or which come into its possession or control that relate in any manner to the performance of the Work or the liability of any person under CERCLA with respect to the Site, regardless of any corporate retention policy to the contrary. Until 6 years after Respondents' receipt of U.S. EPA's notification pursuant to Section XXVI (Notice of Completion of Work), Respondents shall also instruct their contractors and agents to preserve all documents, records, and information of whatever kind, nature or description relating to performance of the Work.

30. At the conclusion of this document retention period, Respondents shall notify U.S. EPA at least 60 days prior to the destruction of any such records or documents, and, upon request by U.S. EPA, Respondents shall deliver any such records or documents to U.S. EPA. Respondents may assert that certain documents, records and other information are privileged

under the attorney-client privilege or any other privilege recognized by federal law. If Respondents assert such a privilege, upon U.S. EPA request, Respondents shall provide U.S. EPA with the following: 1) the title of the document, record, or information; 2) the date of the document, record, or information; 3) the name and title of the author of the document, record, or information; 4) the name and title of each addressee and recipient; 5) a description of the subject of the document, record, or information; and 6) the privilege asserted by Respondents. However, no documents, reports or other information created or generated pursuant to the requirements of this Settlement Agreement shall be withheld on the grounds that they are privileged.

31. Each Respondent hereby certifies individually that to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents or other information (other than identical copies) relating to its potential liability regarding the Site since written notification of November 22, 2004, of potential liability by U.S. EPA or the filing of suit against it regarding the Site and that it has fully complied and will fully comply with any and all U.S. EPA requests for information pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927.

31.1. The United States acknowledges that the Settling Federal Agency (1) is subject to all applicable Federal record retention laws, regulations, and policies; and (2) has certified that it has fully complied with any and all EPA requests for information pursuant to Section 104(e) and 122(e) of CERCLA, 42 U.S.C. 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. 6927.

XII. COMPLIANCE WITH OTHER LAWS

32. Performing Respondents shall perform all actions required pursuant to this Settlement Agreement in accordance with all applicable local, state, and federal laws and regulations except as provided in Section 121(e) of CERCLA, 42 U.S.C. § 6921(e), and 40 CFR §§ 300.400(e) and 300.415(j). In accordance with 40 CFR § 300.415(j), all on-Site actions required pursuant to this Settlement Agreement shall, to the extent practicable, as determined by U.S. EPA, considering the exigencies of the situation, attain applicable or relevant and appropriate requirements ("ARARs") under federal environmental or state environmental or facility siting laws. Performing Respondents shall identify ARARs in the Work Plan subject to U.S. EPA approval.

XIII. EMERGENCY RESPONSE AND NOTIFICATION OF RELEASES

33. In the event of any action or occurrence during performance of the Work which causes or threatens a release of Waste Material from the Site that constitutes an emergency situation or may present an immediate threat to public health or welfare or the environment, Performing Respondents shall immediately take all appropriate action. Performing Respondents shall take these actions in accordance with all applicable provisions of this Settlement

Agreement, including, but not limited to, the Health and Safety Plan, in order to prevent, abate or minimize such release or endangerment caused or threatened by the release. Performing Respondents shall also immediately notify the OSC or, in the event of his/her unavailability, the Regional Duty Officer, Emergency Response Branch, Region 5 at (312) 353-2318, of the incident or Site conditions. In the event that Performing Respondents fail to take appropriate response action as required by this Paragraph, and U.S. EPA takes such action instead, Respondents shall reimburse U.S. EPA all costs of the response action not inconsistent with the NCP pursuant to Section XV (Payment of Response Costs).

34. In addition, in the event of any release of a hazardous substance from the Site, Performing Respondents shall immediately notify the OSC at (312) 353-2318 and the National Response Center at (800) 424-8802. Performing Respondents shall submit a written report to U.S. EPA within 7 business days after each release, setting forth the events that occurred and the measures taken or to be taken to mitigate any release or endangerment caused or threatened by the release and to prevent the reoccurrence of such a release. This reporting requirement is in addition to, and not in lieu of, reporting under Section 103(c) of CERCLA, 42 U.S.C. § 9603(c), and Section 304 of the Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. § 11004, *et seq.*

XIV. AUTHORITY OF ON-SCENE COORDINATOR

35. The OSC shall be responsible for overseeing Performing Respondents' implementation of this Settlement Agreement. The OSC shall have the authority vested in an OSC by the NCP, including the authority to halt, conduct, or direct any Work required by this Settlement Agreement, or to direct any other removal action undertaken at the Site. Absence of the OSC from the Site shall not be cause for stoppage of work unless specifically directed by the OSC.

XV. PAYMENT OF RESPONSE COSTS

36. Payment for Past Response Costs.

a. Within 60 days of receipt of U.S. EPA's bill for Past Response Costs, which shall be in the amount of \$491,518.63, Performing Respondents shall pay to U.S. EPA all Past Response Costs. Payment shall be made to U.S. EPA by Electronic Funds Transfer ("EFT") in accordance with current EFT procedures to be provided to Performing Respondents by U.S. EPA Region 5, and shall be accompanied by a statement identifying the name and address of every party making payment, the Site name, and Site/Spill ID Number B5X4, and the U.S. EPA docket number for this action.

b. At the time of payment, Performing Respondents shall send notice that such payment has been made to the Director, Superfund Division, U.S. EPA Region 5, 77 West Jackson Blvd., Chicago, Illinois, 60604-3590 and to Tom Turner, Assistant Regional Counsel, 77 West Jackson Boulevard, C-14J, Chicago, Illinois, 60604-3590.

c. The total amount to be paid by Performing Respondents pursuant to Paragraph 36(a) shall be deposited in the Resource Recovery Group/Clayton Chemical Site Special Account within the U.S. EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by U.S. EPA to the U.S. EPA Hazardous Substance Superfund.

37. Payments for Future Response Costs.

a. Performing Respondents shall pay U.S. EPA all Future Response Costs not inconsistent with the NCP. On a periodic basis, U.S. EPA will send Performing Respondents a bill requiring payment that consists of an Itemized Cost Summary. Respondents shall make all payments within 60 calendar days of receipt of each bill requiring payment, except as otherwise provided in Paragraph 39 of this Settlement Agreement.

b. Performing Respondents shall make all payments required by this Paragraph by Electronic Funds Transfer ("EFT") in accordance with current EFT procedures to be provided to Performing Respondents by U.S. EPA Region 5, and shall be accompanied by a statement identifying the name and address of every party making payment, the Site name, and Site/Spill ID Number B5X4, and the U.S. EPA docket number for this action.

c. At the time of payment, Performing Respondents shall send notice that payment has been made to the Director, Superfund Division, U.S. EPA Region 5, 77 West Jackson Blvd., Chicago, Illinois, 60604-3590 and to Tom Turner, Assistant Regional Counsel, 77 West Jackson Boulevard, C-14J, Chicago, Illinois, 60604-3590.

d. The total amount to be paid by Performing Respondents pursuant to Paragraph 37(a) shall be deposited in the Resource Recovery Group/Clayton Chemical Site Special Account within the U.S. EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by U.S. EPA to the U.S. EPA Hazardous Substance Superfund.

38. In the event that the payment for Past Response Costs is not made within 60 days of the Performing Respondents' receipt of the bill, or the payments for Future Response Costs are not made within 60 days of Performing Respondents' receipt of a bill, Performing Respondents shall pay Interest on the unpaid balance. The Interest on Past and Future Response Costs shall begin to accrue on the date of the bill and shall continue to accrue until the date of payment. Payments of Interest made under this Paragraph shall be in addition to such other remedies or sanctions available to the United States by virtue of Performing Respondents' failure to make timely payments under this Section, including but not limited to, payment of stipulated penalties pursuant to Section XVIII.

39. Respondents may dispute all or part of a bill for Future Response Costs submitted under this Settlement Agreement, only if Respondents allege that U.S. EPA has made an accounting error, or if Respondents allege that a cost item is not consistent with the NCP. If any dispute over costs is resolved before payment is due, the amount due will be adjusted as necessary. If the dispute is not resolved before payment is due, Respondents shall pay the full amount of the uncontested costs to U.S. EPA as specified in Paragraph 37 on or before the due date. Within the same time period, Respondents shall pay the full amount of the contested costs into an interest-bearing escrow account. Respondents shall simultaneously transmit a copy of both checks to the persons listed in Paragraph 37(c) above. Respondents shall ensure that the prevailing party or parties in the dispute shall receive the amount upon which they prevailed from the escrow funds plus interest within 20 calendar days after the dispute is resolved.

39.1 As soon as reasonably practicable after the effective date of this Settlement Agreement, and consistent with Subparagraph 39.1(a)(ii), the United States, on behalf of the Settling Federal Agency, shall:

- a. (i) Pay to the RRG/Clayton Chemical Site Special Account \$100.00, in reimbursement of Past and Future Response Costs.
- (ii) If the payment to the RRG/Clayton Chemical Site Special Account required by this subparagraph is not made as soon as reasonably practicable, the appropriate EPA Regional Branch Chief may raise any issues relating to payment to the appropriate DOJ Assistant Section Chief for the Environmental Defense Section. In any event, if this payment is not made within 120 days after the effective date of this Settlement Agreement, EPA and DOJ have agreed to resolve the issue within 30 days in accordance with a letter agreement dated December 28, 1998.
- (iii) The total amount to be paid to Resource Recovery Group/Clayton Chemical Site Special Account shall be retained and used to conduct or finance response actions at or in connection with the Site, or shall be transferred by US EPA to the US EPA Hazardous Substance Superfund.

- b. Pay to the Respondents \$1,100.00 in reimbursement of the Respondents' past response costs and future response costs, in the form of a check or checks made payable to Dickinson Wright PLLC (with a notation of "RRG/Clayton Soils Trust Fund") and sent to Sharon R. Newlon, or by Automatic Clearing House Electronic Funds Transfer in accordance with instructions provided by the Respondents.

39.2. In the event that payments required by Paragraph 39.1 are not made within 30 days of the effective date of this Settlement Agreement, Interest on the unpaid balance shall be paid at the rate established pursuant to section 107(a) of CERCLA, 42 U.S.C. § 9607(a), commencing on the effective date of this Settlement Agreement and accruing through the date of the payment.

39.3. The Parties to this Settlement Agreement recognize and acknowledge that the payment obligations of the Settling Federal Agency under this Settlement Agreement can only be paid from appropriated funds legally available for such purpose. Nothing in this Settlement Agreement shall be interpreted or construed as a commitment or requirement that the Settling Federal Agency obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other applicable provision of law.

XVI. DISPUTE RESOLUTION

40. Unless otherwise expressly provided for in this Settlement Agreement, the dispute resolution procedures of this Section shall be the exclusive mechanism for resolving disputes arising under this Settlement Agreement. The Parties shall attempt to resolve any disagreements concerning this Settlement Agreement expeditiously and informally.

41. If Respondents object to any U.S. EPA action taken pursuant to this Settlement Agreement, including billings for Future Response Costs, they shall notify U.S. EPA in writing of their objections within 10 calendar days of such action, unless the objections have been resolved informally. This written notice shall include a statement of the issues in dispute, the relevant facts upon which the dispute is based, all factual data, analysis or opinion supporting Respondents' position, and all supporting documentation on which such party relies. U.S. EPA shall submit its Statement of Position, including supporting documentation, no later than 10 calendar days after receipt of the written notice of dispute. In the event that these 10-day time periods for exchange of written documents may cause a delay in the work, they shall be shortened upon, and in accordance with, notice by U.S. EPA. The time periods for exchange of written documents relating to disputes over billings for response costs may be extended at the sole discretion of U.S. EPA. An administrative record of any dispute under this Section shall be maintained by U.S. EPA. The record shall include the written notification of such dispute, and the Statement of Position served pursuant to the preceding paragraph. Upon review of the administrative record, the Director of the Superfund Division, U.S. EPA Region 5, shall resolve the dispute consistent with the NCP and the terms of this Settlement Agreement.

42. Respondents' obligations under this Settlement Agreement shall not be tolled by submission of any objection for dispute resolution under this Section. Following resolution of the dispute, as provided by this Section, Respondents shall fulfill the requirement that was the subject of the dispute in accordance with the agreement reached or with U.S. EPA's decision, whichever occurs.

XVII. FORCE MAJEURE

43. Performing Respondents agree to perform all requirements of this Settlement Agreement within the time limits established under this Settlement Agreement, unless the performance is delayed by a *force majeure*. For purposes of this Settlement Agreement, a *force majeure* is defined as any event arising from causes beyond the control of Performing Respondents, or of any entity controlled by Performing Respondents, including but not limited to their contractors and subcontractors, which delays or prevents performance of any obligation under this Settlement Agreement despite Performing Respondents' best efforts to fulfill the obligation. *Force majeure* does not include financial inability to complete the Work or increased cost of performance.

44. If any event occurs or has occurred that may delay the performance of any obligation under this Settlement Agreement, whether or not caused by a *force majeure* event, Performing Respondents shall notify U.S. EPA orally within 48 hours of when Performing Respondents first knew that the event might cause a delay. Within 7 calendar days thereafter, Performing Respondents shall provide to U.S. EPA in writing an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; Performing Respondents' rationale for attributing such delay to a *force majeure* event if they intend to assert such a claim; and a statement as to whether, in the opinion of Performing Respondents, such event may cause or contribute to an endangerment to public health, welfare or the environment. Failure to comply with the above requirements shall be grounds for U.S. EPA to deny Performing Respondents an extension of time for performance. Performing Respondents shall have the burden of demonstrating by a preponderance of the evidence that the event is a force majeure, that the delay is warranted under the circumstances, and that best efforts were exercised to avoid and mitigate the effects of the delay.

45. If U.S. EPA agrees that the delay or anticipated delay is attributable to a *force majeure* event, the time for performance of the obligations under this Settlement Agreement that are affected by the *force majeure* event will be extended by U.S. EPA for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the *force majeure* event shall not, of itself, extend the time for performance of any other obligation. If U.S. EPA does not agree that the delay or anticipated delay has been or will be caused by a *force majeure* event, U.S. EPA will notify Performing Respondents in writing of its decision. If U.S. EPA agrees that the delay is attributable to a *force majeure* event, U.S. EPA will

notify Performing Respondents in writing of the length of the extension, if any, for performance of the obligations affected by the *force majeure* event.

XVIII. STIPULATED PENALTIES

46. Performing Respondents shall be liable to U.S. EPA for stipulated penalties in the amounts set forth in Paragraphs 47 and 48 for failure to comply with the requirements of this Settlement Agreement specified below, unless excused under Section XVII (*Force Majeure*). "Compliance" by Performing Respondents shall include completion of the activities under this Settlement Agreement or any work plan or other plan approved under this Settlement Agreement identified below in accordance with all applicable requirements of law, this Settlement Agreement, and any plans or other documents approved by U.S. EPA pursuant to this Settlement Agreement and within the specified time schedules established by and approved under this Settlement Agreement.

47. Stipulated Penalty Amounts - Work.

a. The following stipulated penalties shall accrue per violation per day for any noncompliance identified in Paragraph 47(b):

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$500.00	1st through 14th day
\$1,000.00	15th through 30th day
\$3,000.00	31st day and beyond

b. Compliance Milestones

- i. Confirmation of Site Access
- ii. Initiation of the Work
- iii. Completion of the Work

48. **Stipulated Penalty Amounts - Reports.** The following stipulated penalties shall accrue per violation per day for failure to submit timely or adequate reports and other written documents pursuant to Paragraphs 17, 19, and 20 of this Settlement Agreement:

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$500.00	1st through 14th day
\$1,000.00	15th through 30th day
\$3,000.00	31st day and beyond

49. All penalties shall begin to accrue on the day after the complete performance is due or the day a violation occurs, and shall continue to accrue through the final day of the correction of the noncompliance or completion of the activity. However, stipulated penalties shall

not accrue: 1) with respect to a deficient submission under Section VIII (Work to be Performed), during the period, if any, beginning on the 31st day after U.S. EPA's receipt of such submission until the date that U.S. EPA notifies Performing Respondents of any deficiency; and 2) with respect to a decision by the Director of the Superfund Division, Region 5, under Paragraph 41 of Section XVI (Dispute Resolution), during the period, if any, beginning on the 21st day after U.S. EPA submits its written statement of position until the date that the Director of the Superfund Division issues a final decision regarding such dispute. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Settlement Agreement.

50. Following U.S. EPA's determination that Performing Respondents have failed to comply with a requirement of this Settlement Agreement, U.S. EPA may give Performing Respondents written notification of the failure and describe the noncompliance. U.S. EPA may send Performing Respondents a written demand for payment of the penalties. However, penalties shall accrue as provided in the preceding Paragraph regardless of whether U.S. EPA has notified Performing Respondents of a violation.

51. All penalties accruing under this Section shall be due and payable to U.S. EPA within 30 days of Performing Respondents' receipt from U.S. EPA of a demand for payment of the penalties, unless Performing Respondents invoke the dispute resolution procedures under Section XVI (Dispute Resolution). All payments to U.S. EPA under this Section shall be paid by certified or cashier's check(s) made payable to "U.S. EPA Hazardous Substances Superfund," shall be mailed to U.S. Environmental Protection Agency, Program Accounting & Analysis Section, P.O. Box 70753, Chicago, Illinois 60673, shall indicate that the payment is for stipulated penalties, and shall reference the U.S. EPA Site/Spill ID Number B5X4, the U.S. EPA Docket Number, and the name and address of the party(ies) making payment. Copies of check(s) paid pursuant to this Section, and any accompanying transmittal letters, shall be sent to U.S. EPA as provided in Paragraph 36(b).

52. The payment of penalties shall not alter in any way Performing Respondents' obligation to complete performance of the Work required under this Settlement Agreement.

53. Penalties shall continue to accrue during any dispute resolution period, but need not be paid until 20 days after the dispute is resolved by agreement or by receipt of U.S. EPA's decision.

54. If Performing Respondents fail to pay stipulated penalties when due, U.S. EPA may institute proceedings to collect the penalties, as well as Interest. Performing Respondents shall pay Interest on the unpaid balance, which shall begin to accrue on the date of demand made pursuant to Paragraph 51. Nothing in this Settlement Agreement shall be construed as prohibiting, altering, or in any way limiting the ability of U.S. EPA to seek any other remedies or sanctions available by virtue of Performing Respondents' violation of this Settlement Agreement or of the statutes and regulations upon which it is based, including, but not limited to, penalties pursuant to Section 122(l) of CERCLA, 42 U.S.C. § 9622(l), and punitive damages pursuant to Section

107(c)(3) of CERCLA, 42 U.S.C. § 9607(c)(3). Provided, however, that U.S. EPA shall not seek civil penalties pursuant to Section 122(l) of CERCLA or punitive damages pursuant to Section 107(c)(3) of CERCLA for any violation for which a stipulated penalty is provided herein, except in the case of a willful violation of this Settlement Agreement. Should Performing Respondents violate this Settlement Agreement or any portion hereof, U.S. EPA may carry out the required actions unilaterally, pursuant to Section 104 of CERCLA, 42 U.S.C. §9604, and/or may seek judicial enforcement of this Settlement Agreement pursuant to Section 106a of CERCLA, 42 U.S.C. §9606a. Notwithstanding any other provision of this Section, U.S. EPA may, in its unreviewable discretion, waive in writing any portion of stipulated penalties that have accrued pursuant to this Settlement Agreement.

XIX. COVENANT NOT TO SUE BY U.S. EPA

55. In consideration of the actions that will be performed and the payments that will be made by Respondents under the terms of this Settlement Agreement, except as otherwise specifically provided in this Settlement Agreement, U.S. EPA covenants not to sue or to take administrative action against Respondents pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), for the Work, Past Response Costs, and Future Response Costs. This covenant not to sue shall take effect upon receipt by U.S. EPA of the Past Response Costs due under Section XV of this Settlement Agreement and any Interest or Stipulated Penalties due for failure to pay Past Response Costs as required by Sections XV and XVIII of this Settlement Agreement. This covenant not to sue is conditioned upon the complete and satisfactory performance by Respondents of their obligations under this Settlement Agreement, including, but not limited to, Future Response Costs pursuant to Section XV. This covenant not to sue extends only to Respondents and does not extend to any other person.

55.1. Except as specifically provided in Section XX (Reservation of Rights by EPA), EPA covenants not to take administrative action against the Settling Federal Agency pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), for the Work, Past Response Costs, and Future Response Costs. This covenant shall take effect upon receipt by EPA of all payments required by Section XV (Payment of Response Costs). This covenant is conditioned upon the satisfactory performance by the Settling Federal Agency of its obligations under this Settlement Agreement. This covenant extends only to the Settling Federal Agency and does not extend to any other person.

XX. RESERVATIONS OF RIGHTS BY U.S. EPA

56. Except as specifically provided in this Settlement Agreement, nothing herein shall limit the power and authority of U.S. EPA or the United States to take, direct, or order all actions necessary to protect public health, welfare, or the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances, pollutants or contaminants, or hazardous or solid waste on, at, or from the Site. Further, nothing herein shall prevent U.S. EPA from seeking legal or equitable relief to enforce the terms of this Settlement Agreement. U.S. EPA

also reserves the right to take any other legal or equitable action as it deems appropriate and necessary, or to require the Respondents in the future to perform additional activities pursuant to CERCLA or any other applicable law.

57. The covenant set forth in Section XIX above do not pertain to any matters other than those expressly identified therein. U.S. EPA reserves, and this Settlement Agreement is without prejudice to, all rights against Respondents and the Settling Federal Agency with respect to all other matters, including, but not limited to:

- a. claims based on a failure by Respondents or the Settling Federal Agency to meet a requirement of this Settlement Agreement;
- b. liability for costs not included within the definitions of Past Response Costs or Future Response Costs;
- c. liability for performance of response action other than the Work;
- d. criminal liability;
- e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;
- f. liability arising from the past, present, or future disposal, release or threat of release of Waste Materials outside of the Site; and
- g. liability for costs incurred or to be incurred by the Agency for Toxic Substances and Disease Registry related to performance of the work and for recovery of past response costs and future response costs.

XXI. COVENANTS BY RESPONDENTS AND SETTLING FEDERAL AGENCY

58. Respondents covenant not to sue and Respondents and the Settling Federal Agency covenant and agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to the Work, Past Response Costs, Future Response Costs, or this Settlement Agreement, including, but not limited to:

- a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund established by 26 U.S.C. § 9507, based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;
- b. any claim arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the Illinois Constitution,

the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; or

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to the Site.

Except as provided in Paragraph 60 (Waiver of Claims), these covenants shall not apply in the event the United States brings a cause of action or issues an Agreement pursuant to the reservations set forth in Paragraph 57 (b), (c), and (e) - (g), but only to the extent that Respondents' claims arise from the same response action, response costs, or damages that the United States is seeking pursuant to the applicable reservation.

59. Nothing in this Settlement Agreement shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 CFR § 300.700(d).

60. Respondents agree not to assert any claims and to waive all claims or causes of action that they may have for all matters relating to the Site, including for contribution, against any person where the person's liability to Respondents with respect to the Site is based solely on having arranged for disposal or treatment, or for transport for disposal or treatment, of hazardous substances at the Site, or having accepted for transport for disposal or treatment of hazardous substances at the Site, if all or part of the disposal, treatment, or transport occurred before April 1, 2001, and the total amount of material containing hazardous substances contributed by such person to the Site was less than 110 gallons of liquid materials or 200 pounds of solid materials.

61. The waiver in Paragraph 60 shall not apply with respect to any defense, claim, or cause of action that a Respondent may have against any person meeting the above criteria if such person asserts a claim or cause of action relating to the Site against the Respondent. This waiver also shall not apply to any claim or cause of action against any person meeting the above criteria if U.S. EPA determines:

- a. that such person has failed to comply with any U.S. EPA requests for information or administrative subpoenas issued pursuant to Section 104(e) or 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) or 9622(e), or Section 3007 of the Solid Waste Disposal Act (also known as the Resource Conservation and Recovery Act or "RCRA"), 42 U.S.C. § 6972, or has impeded or is impeding, through action or inaction, the performance of a response action or natural resource restoration with respect to the Site, or has been convicted of a criminal violation for the conduct to which this waiver would apply and the conviction has not been vitiated on appeal or otherwise; or
- b. that the materials containing hazardous substances contributed to the Site by such person have contributed significantly, or could contribute significantly, either individually or in the aggregate, to the cost of response

action or natural resource restoration at the Site.

XXII. OTHER CLAIMS

62. By issuance of this Settlement Agreement, the United States and U.S. EPA assume no liability for injuries or damages to persons or property resulting from any acts or omissions of Respondents. The United States or U.S. EPA shall not be deemed a party to any contract entered into by Respondents or their directors, officers, employees, agents, successors, representatives, assigns, contractors, or consultants in carrying out actions pursuant to this Settlement Agreement.

63. Except as expressly provided in Section XXI, Paragraphs 60 and 61 (*De Micromis and De Minimis* Waivers) and Section XIX (Covenant Not To Sue By U.S. EPA), nothing in this Settlement Agreement constitutes a satisfaction of or release from any claim or cause of action against Respondents or any person not a party to this Settlement Agreement, for any liability such person may have under CERCLA, other statutes, or common law, including but not limited to any claims of the United States for costs, damages and interest under Section 107 of CERCLA, 42 U.S.C. § 9607.

64. No action or decision by U.S. EPA pursuant to this Settlement Agreement shall give rise to any right to judicial review, except as set forth in Section 113(h) of CERCLA, 42 U.S.C. § 9613(h).

XXIII. CONTRIBUTION

65. The Parties agree that this Settlement Agreement constitutes an administrative settlement for purposes of Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and that Respondents and the Settling Federal Agency are entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), for “matters addressed” in this Settlement Agreement. The “matters addressed” in this Settlement Agreement are the Work, Past Response Costs, and Future Response Costs.

66. The Parties agree that this Settlement Agreement constitutes an administrative settlement for purposes of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B), pursuant to which Respondents and the Settling Federal Agency have resolved their liability to the United States for the Work, Past Response Costs, and Future Response Costs.

67. Except as provided in Section XXI of this Settlement Agreement (Covenants by Respondents and Settling Federal Agency), nothing in this Settlement Agreement precludes the United States or Respondents from asserting any claims, causes of action, or demands for indemnification, contribution, or cost recovery against any persons not parties to this Settlement Agreement. Nothing herein diminishes the right of the United States, pursuant to Sections 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2)-(3), to pursue any such persons to obtain

additional response costs or response action and to enter into settlements that provide contribution protection pursuant to Section 113(f)(2).

XXIV. INDEMNIFICATION

68. Respondents shall indemnify, save and hold harmless the United States (with the exception of the Settling Federal Agency), its officials, agents, contractors, subcontractors, employees and representatives from any and all claims or causes of action arising from, or on account of, negligent or other wrongful acts or omissions of Respondents, their officers, directors, employees, agents, contractors, or subcontractors, in carrying out actions pursuant to this Settlement Agreement. In addition, Respondents agree to pay the United States (with the exception of the Settling Federal Agency) all costs incurred by the United States, including but not limited to attorneys fees and other expenses of litigation and settlement, arising from or on account of claims made against the United States based on negligent or other wrongful acts or omissions of Respondents, their officers, directors, employees, agents, contractors, subcontractors and any persons acting on their behalf or under their control, in carrying out activities pursuant to this Settlement Agreement. The United States shall not be held out as a party to any contract entered into by or on behalf of Respondents in carrying out activities pursuant to this Settlement Agreement. Neither Respondents nor any such contractor shall be considered an agent of the United States.

69. The United States shall give Respondents notice of any claim for which the United States plans to seek indemnification pursuant to this Section and shall consult with Respondents prior to settling such claim.

70. Respondents waive all claims against the United States for damages or reimbursement or for set-off of any payments made or to be made to the United States, arising from or on account of any contract, agreement, or arrangement between any one or more of Respondents and any person for performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays. In addition, Respondents shall indemnify and hold harmless the United States with respect to any and all claims for damages or reimbursement arising from or on account of any contract, agreement, or arrangement between any one or more of Respondents and any person for performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays.

XXV. MODIFICATIONS

71. The OSC may make modifications to any plan or schedule in writing or by oral direction. Any oral modification will be memorialized in writing by U.S. EPA promptly, but shall have as its effective date the date of the OSC's oral direction. Any other requirements of this Settlement Agreement may be modified in writing by mutual agreement of the parties.

72. If Performing Respondents seek permission to deviate from any approved work

plan or schedule, Performing Respondents' Project Coordinator shall submit a written request to U.S. EPA for approval outlining the proposed modification and its basis. Performing Respondents may not proceed with the requested deviation until receiving oral or written approval from the OSC pursuant to Paragraph 71.

73. No informal advice, guidance, suggestion, or comment by the OSC or other U.S. EPA representatives regarding reports, plans, specifications, schedules, or any other writing submitted by Performing Respondents shall relieve Performing Respondents of their obligation to obtain any formal approval required by this Settlement Agreement, or to comply with all requirements of this Settlement Agreement, unless it is formally modified.

XXVI. NOTICE OF COMPLETION OF WORK

74. When U.S. EPA determines, after U.S. EPA's review of the Final Report, that all Work has been fully performed in accordance with this Settlement Agreement, with the exception of any continuing obligations required by this Settlement Agreement, including, *e.g.*, post-removal site controls, payment of Future Response Costs, and record retention, U.S. EPA will provide written notice to Performing Respondents. If U.S. EPA determines that any such Work has not been completed in accordance with this Settlement Agreement, U.S. EPA will notify Performing Respondents, provide a list of the deficiencies, and require that Performing Respondents modify the Work Plan if appropriate in order to correct such deficiencies. Performing Respondents shall implement the modified and approved Work Plan and shall submit a modified Final Report in accordance with the U.S. EPA notice. Failure by Performing Respondents to implement the approved modified Work Plan shall be a violation of this Settlement Agreement.

XXVII. SEVERABILITY/INTEGRATION/ATTACHMENTS

75. This Settlement Agreement and its attachments constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Settlement Agreement. The parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Settlement Agreement. The following attachments are incorporated into this Settlement Agreement: Attachments A-C, Appendix A.

XXVIII. EFFECTIVE DATE

76. This Settlement Agreement shall be effective upon receipt by Respondents of a copy of this Settlement Agreement signed by the Director, Superfund Division, U.S. EPA Region 5.

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

It is so AGREED and ORDERED this 27th day of OCTOBER, 2005

BY: Richard C. Karl
Richard C. Karl, Director
Superfund Division
United States Environmental Protection Agency
Region 5



U.S. Department of Justice

Environment and Natural Resources Division

DJ # 90-11-6-17575

950 Pennsylvania Ave., NW
Washington, DC 20530

Telephone (202) 514-2686
Facsimile (202) 514-8865

October 11, 2005

APPROVAL MEMORANDUM

To: Letitia J. Grishaw, Section Chief
Environmental Defense Section

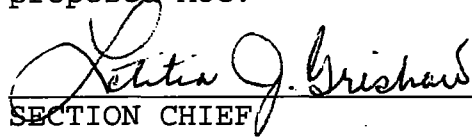
From: Matthew R. Oakes, Trial Attorney
Environmental Defense Section

Re: Proposed Administrative Settlement in In re RRG/Clayton
Chemical Co. Superfund Site, Sauget, Illinois (N.D.
Ill.).

SUMMARY AND RECOMMENDATION

I seek your approval to enter into an Administrative Settlement Agreement and Order on Consent for Removal Action ("AOC") resolving potential claims against the United States under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601, et seq.. Pursuant to the AOC, the United States would pay \$1,200 to resolve the federal PRP liability of an EPA regional laboratory. The proposed consent decree is fair and reasonable. The EPA concurs in the proposed settlement. Accordingly, I recommend that you approve federal PRP payment in the proposed AOC.

APPROVED:


SECTION CHIEF

DISAPPROVED:

SECTION CHIEF

DATE:

10/14/05



"Oakes, Matthew (ENRD)"
<MOakes@enrd.usdoj.gov>
10/07/2005 01:34 PM

To
Subject Email form Region 7

Hi Tom,

The letter from Region 7 is attached. I also received your consent email from this morning, and I've forwarded the AOC settlement package on to my supervisor for final approval. I'll let you know as soon as it is approved.

Thanks,

-Matt



<<4059_001.pdf>> 4059_001.pdf

United States Environmental Protection Agency
Region 7
Office of Regional Counsel
901 North 5th Street
Kansas City, Kansas 66101

Date:

10-7

Addressee:

Matt Dakes

Subject:

Clayton Chemical

Sender:

Cheryl Micinski

Office of Regional Counsel
Direct Dial (913) 551-7
Regional Office 1-800-223-0425
Facsimile (913) 551-7925

Number of pages (including cover sheet):

2

CONFIDENTIALITY NOTE

The information contained in this facsimile may be confidential or legally privileged. If you are not the individual named above as the intended recipient of this facsimile, please notify the sender immediately at 1-800-223-0425.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION VII
901 NORTH 5TH STREET
KANSAS CITY, KANSAS 66101

SENT BY FAX AND REGULAR MAIL

October 7, 2005

Matthew R. Oakes
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section
P.O. Box 23986 Suite 800
Washington, D.C. 20026-3986

RE: Clayton Chemical Site, Sauget, Illinois

Dear Mr. Oakes:

We have been informed by you and by Tom Turner, an attorney for U.S. EPA, Region V that the Region VII Laboratory is responsible for 312 gallons of waste which were generated in 1993 and 1997 and were disposed of at the above-named site. This information was derived from the PRP search report performed by Science Applications International Corporation; we have received a copy of the spreadsheet attributing waste to many PRPs, including our Laboratory. We have also received a copy of the proposed settlement in this case, an Administrative Settlement Agreement and Order on Consent for Removal Action which provides a covenant not to sue to U.S. EPA, Region VII as the Settling Federal Agency upon its payment of response costs. We understand from your correspondence that the Region VII share is \$1200.

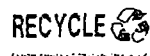
On behalf of Region VII, I concur in this settlement. Further there is no legally available appropriation that can be used to satisfy the settlement amount and therefore I understand that this amount will come from the judgment fund. Please call me if you have need any further information. I can be reached at 913-551-7733.

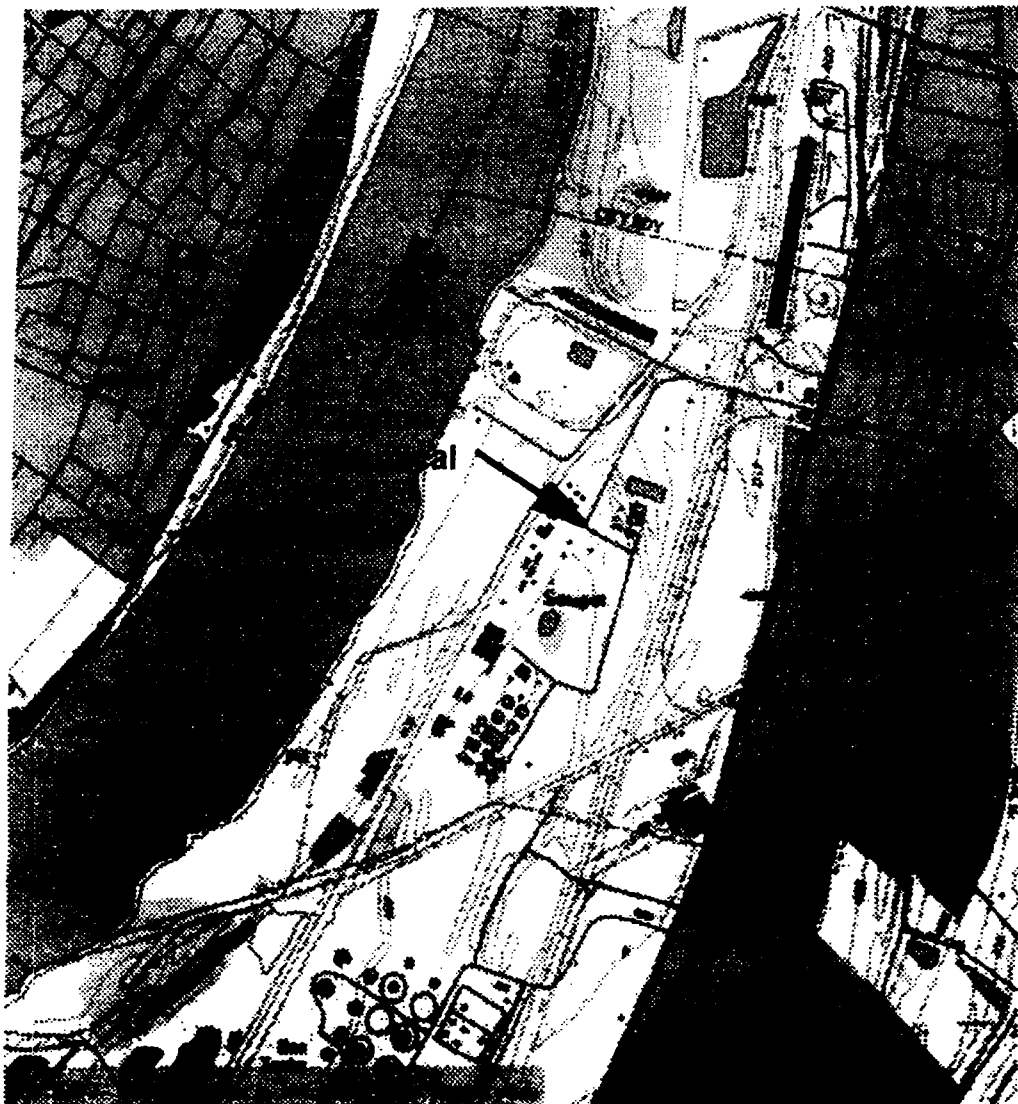
Your truly,

A handwritten signature in cursive script, appearing to read "Cecilia Tapia".

Cecilia Tapia
Director, Superfund Division

cc: Tom Turner, EPA Region V





R. F. Weston

Region 5 - Superfund Technical Assessment and Response Team

Suite 400 - 3 Hawthorn, Vernon Hills, IL 60061-1450

TITLE	Site Location	FIGURE	1
SITE	Clayton Chemical Site Assessment	SCALE	Not to scale
CITY	Sauget	STATE	Illinois
SOURCE	Maptech Inc.	TDD	S05-0105-009
		DATE	September 5, 2001
		REVISED	NA

APPENDIX A

FINAL REMOVAL ACTION WORK PLAN

REMOVAL ACTION WORK PLAN

**RESOURCE RECOVERY GROUP/CLAYTON CHEMICAL SITE
SAUGET, ILLINOIS**

OCTOBER 2005

REF. NO. 042192 (1)

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TABLE OF CONTENTS

	<u>Page</u>
1.0 INTRODUCTION.....	1
1.1 GENERAL.....	1
1.2 BACKGROUND.....	2
1.2.1 SITE/PROJECT HISTORY.....	2
1.4 WORK PLAN ORGANIZATION.....	3
2.0 OVERVIEW OF WORK PLAN AND SITE PREPARATION.....	4
2.1 GENERAL.....	4
2.2 SITE ACCESS.....	5
2.3 SITE PREPARATION.....	6
2.3.1 CONSTRUCTION UTILITIES.....	8
2.3.2 EQUIPMENT DECONTAMINATION FACILITIES.....	9
2.3.3 STAGING AREAS/PADS.....	9
2.4 SITE SECURITY.....	10
3.0 ABOVEGROUND REMEDIATION ACTIVITIES.....	12
3.1 PROCESS EQUIPMENT.....	13
3.2 ASTS AND OTHER STORAGE VESSELS.....	14
3.3 PIPING.....	15
3.4 CONTAINER TYPES/KNOWN MATERIALS PRESENT.....	16
3.4.1 CONTAINER/ MATERIAL INVENTORY.....	17
3.4.2 CONTAINER/ MATERIAL GROUPING AND SCREENING.....	18
3.5 CONTAINER HANDLING.....	18
3.5.1 OPEN/DETERIORATED CONTAINERS.....	18
3.5.2 INTACT CONTAINERS.....	19
3.5.3 EMPTY CONTAINERS.....	19
3.6 MATERIALS HANDLING PLAN.....	19
3.6.1 DRUM AND WASTE CONTAINER HANDLING PROTOCOLS.....	19
3.6.1.1 GENERAL.....	19
3.6.1.2 EQUIPMENT.....	20
3.6.1.3 PROCEDURE.....	21
3.6.2 ENVIRONMENTAL CONTROL.....	22
3.6.2.1 SURFACE WATER CONTROL.....	22
3.6.2.4 GENERAL HOUSEKEEPING.....	23
3.6.3 DRUM/CONTAINER HANDLING.....	23
3.6.4 DRUM/CONTAINER STAGING.....	24
3.6.5 PREPARATION OF OFF-SITE TRANSPORT VEHICLES.....	25
3.6.6 OFF-SITE WASTE TRANSPORTATION AND DISPOSAL.....	25
3.6.6.1 MANIFESTING AND LABELING.....	25
3.6.6.2 AUTHORIZED TRANSPORTERS.....	25
3.6.6.3 OFF-SITE CONTINGENCY PLAN.....	26
3.6.6.4 OFF-SITE DISPOSAL.....	26
3.6.6.5 DOCUMENTATION.....	27

TABLE OF CONTENTS

	<u>Page</u>
3.6.6.6 INSPECTION OF TRANSPORT VEHICLES	27
3.6.6.7 OFF SITE EMERGENCY SPILL RESPONSE	28
3.7 DRUM SAMPLING ACTIVITIES.....	28
3.7.1 COMPATIBILITY ANALYSIS	28
3.7.2 WASTE CHARACTERIZATION ANALYSIS	29
3.8 AIR MONITORING.....	30
3.8.1 ATMOSPHERIC EMISSIONS MONITORING AND CONTROL	30
3.8.2 NUISANCE ODOR.....	32
4.0 EXCAVATION ACTIVITIES	33
4.1 NEAR SURFACE SAMPLES.....	34
4.2 SUBSURFACE SAMPLES.....	34
4.3 PAINT WASTE TEST PITS.....	35
5.0 REMOVAL ACTION CLOSEOUT.....	36
5.1 GENERAL.....	36
5.1.1 COMPLETION OF SITE RESTORATION ACTIVITIES	36
5.1.2 DISASSEMBLING OF CONSTRUCTION FACILITIES AND FIELD FEATURES	36
5.1.3 FINAL DECONTAMINATION OF SITE EQUIPMENT.....	36
5.1.4 DEMOBILIZATION OF COMMAND AREA FACILITIES AND UTILITIES DISCONNECTION	37
5.1.5 FINAL INSPECTION	37
5.2 SECUREMENT OF SITE FOLLOWING REMOVAL ACTIVITIES	37
6.0 REPORTS.....	38
6.1 TRANSFER OF SITE OWNERSHIP OR CONTROL	38
6.2 WEEKLY PROJECT STATUS REPORTS.....	38
6.3 PROGRESS REPORTS.....	39
6.4 FINAL REPORT	39
6.5 OFF-SITE SHIPMENT NOTIFICATIONS.....	40
7.0 PROJECT SCHEDULE.....	42

LIST OF FIGURES
(Following Text)

FIGURE 1.1	SITE LOCATIONS
FIGURE 1.2	PROJECT SCHEDULE
FIGURE 1.3	SITE PLAN
FIGURE 2.1	SITE WORK ZONE LAYOUT MAP
FIGURE 4.1	GEOPROBE BOREHOLE LOCATION MAP
FIGURE 4.2	TEST PIT LOCATION MAP
FIGURE 4.3	PROPOSED EXCAVATION AREAS AND OVERBURDEN SAMPLE LOCATIONS – GEOPROBE BORINGS
FIGURE 4.4	PROPOSED EXCAVATION AREAS AND OVERBURDEN SAMPLE LOCATIONS – TEST PITS

LIST OF TABLES
(Following Text)

TABLE 4.1	GEOPROBE BORING SAMPLE LOCATION REFERENCE
TABLE 4.2	TEST PIT SAMPLE LOCATION REFERENCE

LIST OF APPENDICES

APPENDIX A	DRAFT ADMINISTRATIVE ORDER OF CONSENT
APPENDIX B	TANK SURVEY INFORMATION FROM JULY 2004 LIQUID REMOVAL REPORT
APPENDIX C	DRUM INVENTORY FROM JULY 2004 LIQUID REMOVAL REPORT
APPENDIX D	ILLINOIS LANDFILL WASTE DISPOSAL CHARACTERIZATION PARAMETERS

GLOSSARY

ACM	Asbestos-containing material(s)
AOC	Administrative Order of Consent
ARAR	Applicable or Relevant and Appropriate Requirement
ARARs	Applicable or Relevant and Appropriate Requirements
AST	Aboveground Storage Tank
ASTs	Aboveground Storage Tanks
bgs	Below ground surface
BMPs	Best Management Practices
CERCLA	Comprehensive Environmental Response, Compensation and Liability Act
CFR	Code of Federal Regulations
COC	Contaminant of Concern
COCs	Contaminants of Concern
CRA	Conestoga-Rovers & Associates, Inc.
CRZ	Contaminant Reduction Zone
DOT	Department of Transportation
HASP	Health and Safety Plan
HSO	Health and Safety Officer
IAC	Illinois Administrative Code
IEPA	Illinois Environmental Protection Agency
LRA	Liquids Removal Action
LRR	Liquids Removal Report
mg/m ³	Milligrams per cubic meter
NCP	National Oil and Hazardous Substances Pollution Contingency Plan
NPDES	National Pollutant Discharge Elimination System
OSC	Federal On-Scene Coordinator
OVA	Organic Vapor Analyzer
PID	Photo-ionization Detector
PPE	Personal Protective Equipment
ppm	Parts per million
PRG	Preliminary Remediation Goals
PRP	Potentially Responsible Party
RA	Removal Action
RAWP	Removal Action Work Plan
RCRA	Resource Conservation and Recovery Act
RFQ	Request For Quotes
RRG	Resource Recovery Group
QAPP	Quality Assurance Project Plan
QA/QC	Quality Assurance/Quality Control
QMP	Quality Management Plan
SRP	Site Remediation Program
SOPs	Standard Operating Procedures
SVOC	Semi-volatile Organic Compound
SVOCs	Semi-volatile Organic Compounds
SWPPP	Storm Water Pollution Prevention Plan

SZ	Support Zone
TACO	Tiered Approach to Corrective Action Objectives
TCL	Target Compound List
USEPA	United States Environmental Protection Agency
UST	Underground Storage Tank
VOC	Volatile Organic Compound
VOCs	Volatile Organic Compounds

1.0 INTRODUCTION

1.1 GENERAL

This Removal Action Work Plan (RAWP or Work Plan) presents the Scope of Work (SOW) to be completed under a Removal Action (RA) at the Resource Recovery Group/Clayton Chemical (RRG/Clayton) Site in Sauget, Illinois (Site). A Site Location Map is enclosed as Figure 1.1 of this RAWP. Conestoga-Rovers & Associates, Inc. (CRA) has prepared this RAWP on behalf of the RRG/Clayton Potential Responsible Parties (PRP) Group (Group) to comply with the requirements/conditions of the May 24, 2005, Draft Administrative Order of Consent (Draft AOC). In accordance with Section VIII, Condition 16.a, the RAWP also presents an expeditious schedule for the completion of the tasks presented in the RAWP. That proposed/expected project schedule is presented visually as Figure 1.2.

This RAWP has been prepared to satisfy the elements of the outline approved by United States Environmental Protection Agency (USEPA) Region V Federal On-Scene Coordinator (OSC) Kevin Turner on June 27, 2005. The tasks presented in this Work Plan will be divided into general/overall project tasks followed by specific tasks and subtasks for the Surface Removal and Subsurface Removal activities. These tasks will be carried out in a manner consistent with the National Oil and Hazardous Substances Contingency Plan (NCP), as presented in Title 40 of the Code of Federal Regulations (40 CFR) Part 300 (40 CFR 300). Site activities will also be completed in a manner that is protective of human health and the environment.

The general tasks that will be completed for this Removal Action and the anticipated order of completion are:

- i) Complete pre-mobilization activities;
- ii) Site mobilization/Site preparation;
- iii) Complete Surface Waste Removal activities;
- iv) Complete Subsurface Waste Removal/Investigation activities;
- v) Demobilize from the Site; and
- vi) Develop Removal Action Report and Site Closure documentation (deed restriction, etc.).

Specific sub-tasks that will be completed for each of these general tasks will be discussed later in this RAWP.

The procedures and protocols contained in this Work Plan may be revised based on actual conditions encountered in the field in accordance with the Draft AOC procedures for modifying the RAWP.

1.2 BACKGROUND

The Site is located at 1 Mobile Avenue in Sauget, St. Clair County, Illinois. The location of the Site is shown on Figure 1.1. The Site is located in a heavily industrial area, encompasses a 7-acre parcel of land, and lies in a flood plain of the Mississippi River protected by a river levee. Site facilities and structures are shown on Figure 1.3.

1.2.1 SITE/PROJECT HISTORY

Prior to 1961 GM&O Railroad owned the Site, which was used to repair and maintain railroad equipment.

From 1961 through 1998, the Site was operated as a Waste Oil and Used Solvents Recycling and Recovery facility under a succession of different operating entities. Those operating entities were Clayton Chemical Company (1961 through 1980, and 1983 through 1996), Trade Wind Incineration (1980 through 1983), and RRG (1996 through 1998).

A site assessment was conducted at the Site by USEPA from June 5-7, 2001. Twenty-two soil samples and ten groundwater samples were collected during the site assessment. Sampling of some of the containerized liquids at the Site revealed that they still contained hazardous substances. The USEPA site assessment also indicated Site soil contamination.

On October 8, 2002, USEPA issued a CERCLA Section 106 Administrative Order of Consent (AOC) for the removal of hazardous liquid substances stored at the Site. A PRP Liquids Removal Group was created to perform the removal, which was completed between 2002 and 2004. According to the July 2004 Liquid Removal Report (LRR) created to document the liquid removal action activities approximately 40,500 gallons of solids were present in aboveground storage tanks (ASTs) following the completion of liquid removal activities. The report also stated that 122 drums of solid waste were present at the Site. The PRP Liquids Removal Group also researched all available Site records and additional Illinois Environmental Protection Agency (IEPA) records to

create an August 2004 PRP Waste Report. That report was used to develop the present soil removal action.

1.4 WORK PLAN ORGANIZATION

This RAWP is organized in the following manner:

Section 2.0 - OVERVIEW OF WORK PLAN AND SITE PREPARATION

This section discusses the various Site documents that will be prepared to address the RA activities at the RRG/Clayton Site. It also presents the detailed description of the pre-mobilization and initial Site setup activities for the project.

Section 3.0 - ABOVEGROUND REMEDIATION ACTIVITIES

This Section discusses the RA activities that will be performed for the hazardous and non-hazardous solid wastes that are present at ground level and inside the buildings at the Site. Activities related to the cleaning, decommissioning, and removal of process equipment, piping (aboveground and below ground), and tanks are also discussed in this Section.

Section 4.0 - EXCAVATION ACTIVITIES

This section discusses the excavation related activities that will be performed to address the known impacted subsurface soils at the RRG/Clayton Site.

Section 5.0 - REMOVAL ACTION CLOSEOUT

This section discusses a description of the activities that will be performed at the completion of the RA activities at the Site.

Section 6.0 - REPORTS

This section discusses a description of the reports and documentation to be prepared for the RA.

Section 7.0 - PROJECT SCHEDULE

This section discusses a preliminary project schedule for the RA.

2.0 OVERVIEW OF WORK PLAN AND SITE PREPARATION

This section presents the rationale and sequence of tasks for the RA activities. Access to lands necessary to complete the RA has been addressed as discussed below.

2.1 GENERAL

The Group has designated Mr. Fernando Carou of MAGNA, Inc. (MAGNA) as the Point of Contact for the Technical Committee acting on behalf of the Group.

In compliance with Section VII, Condition 11 of the Draft AOC, the Group will retain a lead consultant/general project contractor (lead consultant) to oversee the performance Site removal activities mandated by the Draft AOC. This lead consultant will provide a Project Coordinator who will execute the removal action tasks required by the Draft AOC. As required by Section VII, Condition 11, the lead consultant will submit a Quality Management Plan (QMP) detailing the company's qualifications to USEPA for review and approval. In accordance with Section VII, Condition 14, USEPA will be notified of any change in the designated Project Coordinator initiated by the Group at least 24 hours prior to the change being affected.

The lead consultant for the RA will provide overall project management services with direction from the Group Technical Committee representatives, will provide oversight services during the implementation of removal activities, will collect and manage related data, will conduct weekly Site progress meetings and then develop and electronically distribute Project Status Update Reports based on meeting discussions, will develop and distribute the required monthly Progress Reports, and will develop and distribute the required Final Report.

The lead consultant will manage the procurement of all subcontractors. These subcontractors will include the site security contractor, the Removal contractor, the project analytical laboratory, and the off-site waste disposal and/or recycling facilities. In accordance with Section VII, Condition 11 of the Draft AOC, USEPA OSC Kevin Turner and other parties involved in Site activities will be notified of the name and qualifications of each originally proposed contractor and key sub-contractors who will conduct activities at the Site. Notification and submission of qualifications for alternately proposed contractors and sub-contractors will be done in accordance with Section VII, Condition 11.

Following procurement of the necessary contractors, work activities to be implemented during the RA will include the following:

- Completion of the remaining Site preparation activities;
- Collection of photographic, written, and, where appropriate, videotaped documentation of Site activities;
- Completion of the inventorying, assembly, and screening of containers at the Site;
- Completion of equipment/features decommissioning activities;
- Collection of any non-hazardous solid waste found at the Site into roll-off boxes or similar containers;
- Collection of waste characterization samples from the consolidated waste streams for off-Site disposal;
- Completion of excavation related activities for impacted subsurface soils;
- Arrangement for the transportation and disposal of waste material at appropriate disposal facilities in accordance with State and Federal regulations;
- Administration of weekly RA construction meetings, including the preparation and distribution of weekly Project Status Update Reports; and
- Completion of RA closeout activities.

A Final Report will be prepared to present Site RA activities, as described in Section 6.4.

Activities related to the RA are presented in the following Sections and in Appendix A.

The Site Health and Safety Plan (HASP) will be implemented prior to work being *performed on Site that involves the handling of waste material*. The requirements of the HASP include the construction of decontamination and staging pads; the provision of medical examination and training records for Site personnel; and the planning, approval, and implementation of the Removal contractor's HASP.

2.2 SITE ACCESS

Mr. Dennis Ballinger, the Site owner, has authorized access to the Site for the purpose of completing all required RA activities.

2.3 SITE PREPARATION

This phase will include all activities necessary to prepare the Site prior to commencing RA activities. The extent of the Site preparation activities required is described in the following sub-sections.

As discussed in Section 2.1 of this RAWP, several pre-mobilization activities will need to be completed before an on-site presence is established at the RRG/Clayton Site. These activities may be categorized as Planning Phase activities, Project Initiation Phase activities, and Pre-Construction Phase activities.

Planning Phase

The Planning Phase activities are:

- 1) Develop a HASP;
- 2) Develop a Site Security Plan (SSP);
- 3) Develop a Request for Quotes (RFQ) package to secure a Removal Contractor to complete tasks presented in the plans described above;
- 4) Develop a RFQ package to secure an Illinois-licensed Asbestos Inspection firm to perform the required asbestos survey at the Site;
- 5) Evaluate the RFQ responses;
- 6) Select the Removal Contractor and Asbestos Inspector; and
- 7) Research Applicable or Relevant and Appropriate Requirements (ARARs) in local and State regulations that apply to the planned activities. Although the Site would not be required to secure local or State permits, Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), or Superfund, Remediation Sites are required to follow/comply with ARAR conditions. During the completion of the remediation activities, any inquiries from State or local officials related to the absence of local permits will be referred to the OSC or his designee.

A Quality Assurance Project Plan (QAPP) that will discuss, among other things, the required Quality Assurance/Quality Control (QA/QC) requirements for analytical data generated during the RA activities in accordance with Section VIII, Condition 18 of the Draft AOC, will be developed for this RA. The QAPP will present the qualifications for the laboratory/laboratories that will be used to analyze samples collected during the completion of the project.

Another activity that should be completed prior to mobilizing equipment, supplies, and personnel to the RRG/Clayton Site to perform RA activities is the completing of a list/database of specific ARAR conditions that will need to be complied with as discussed previously in item 7 of the Planning Phase activities. One known environmental ARAR condition/compliance activity is the development of a Storm Water Pollution Prevention Plan (SWPPP) to comply with the intention/requirements of the Federal National Pollution Discharge Elimination System (NPDES) program under the Clean Water Act. The SWPPP will contain the various Best Management Practices (BMPs) that would be utilized at the Site during the completion of remedial activities to eliminate or minimize the likelihood of contaminants migrating offsite in stormwater discharges. Compliance mechanisms to address the other identified ARAR conditions would be developed from this database, and those mechanisms would be integrated into the activity plans and Standard Operating Procedures (SOPs) developed for Site activities.

Project Initiation Phase

Tasks involved with the Project Initiation Phase include:

- 1) Implement the Site HASP and SSP;
- 2) Completion of an Asbestos survey and any appropriate subsequent follow up activities; and
- 3) Mobilization of construction facilities, material, equipment, and personnel necessary to perform the work.

Specific sub-tasks to be completed for the implementation of the HASP include collecting the necessary medical monitoring/certification records, training records, and other project related paperwork from the secured primary Removal contractor. As part of the implementation of the SSP developed for the Site, a Site Security Evaluation (SSE) will be completed, and any modifications to the SSP determined to be necessary from the SSE will be implemented.

Another Project Initiation Phase task is the completion of an Asbestos survey, which will be performed by an Illinois-licensed contractor that may or may not be connected/affiliated with the primary Removal contractor. The primary Removal contractor will complete an Asbestos Removal Action prior to the mobilization of the equipment, personnel, and supplies to the Site if the Asbestos survey determines that

there is imminently hazardous/harmful asbestos containing material (ACM) at the RRG/Clayton Site.

Pre-Construction Phase

The Pre-Construction Phase activities will include:

- Establishing the various work zones to complete the RA activities, including the establishment of a command post area. A separate office trailer may be provided for the USEPA OSC. These expected work zone areas are shown on Figure 2.1;
- Providing/securing utilities and sanitary facilities to facilitate Site operations. At a minimum these will include portable toilets, telephone service, electricity, potable water, and a dedicated roll-off container for office/personnel wastes;
- Installation of stormwater control devices/features. Anticipated features at the Site include stormwater diversion berms, stormwater storage tanks/drums, runoff capture sumps (for staging areas/pads), and waterproof tarps and/or covers (for soil stockpiles, drum stockpiles, and roll-off boxes). These features will be documented/presented in the SWPPP developed for the Site;
- Construction of decontamination facilities. This will include equipment decontamination pad(s) and personnel decontamination area(s); and
- Construction of staging facilities/areas for equipment, project materials, and wastes.

Because the Site is a former industrial facility and a removal action has been completed at the Site, it is assumed that no Site roads will need to be constructed. Following the start of the RA activities, traffic patterns may need to be established to ensure the efficient and safe completion of project activities.

2.3.1 CONSTRUCTION UTILITIES

Construction utilities will be routed to the personnel Support Zone (SZ), as presented on Figure 2.1, from available utilities in the area. The exact location of the nearest utilities will be determined prior to commencing Site work, as necessary. Utilities to be supplied to the SZ will include electrical power and telephone. Electricity for the Site may also be supplied through a generator. For purpose of maintaining facsimile communications at the Site, at least one telephone line service must be secured, unless alternate arrangements can be made with a local entity to provide reliable, reasonable, and timely delivery and sending of documents.

2.3.2 EQUIPMENT DECONTAMINATION FACILITIES

A primary equipment decontamination area/pad will be constructed at the Site prior to initiating any activity involving the handling or movement of potentially contaminated materials. The decontamination area/pad, which will be a part of the Site's established Contaminant Reduction Zone (CRZ), will include a wastewater collection sump equipped with a pump and hosing to remove decontamination wastewaters to a wastewater storage tank/drum (size to be determined). A high-pressure steam cleaner with self-contained tank will be located adjacent to the decontamination area/pad for decontaminating equipment that has potentially contacted waste material prior to leaving the Site. The approximate/proposed location of this primary decontamination area is shown on Figure 2.1.

Temporary decontamination pads will be established at work areas/excavation locations within the Site's Exclusion or "Hot" Zone as needed. These temporary decontamination pads will typically consist of a smaller defined area where plastic sheeting is used to collect soils/materials that have been removed from equipment using a scrapper or shovel. Due to the temporary/transitional nature of these decontamination pads, their locations will not be shown on Site figures.

2.3.3 STAGING AREAS/PADS

During the completion of RA activities at the RRG/Clayton Site, it is expected that at least three staging areas/pads will be used. These staging areas/pads will be located in the Site's CRZ. The approximate/initial proposed locations for these staging pads are shown on Figure 2.1.

Project materials, including personal protective equipment (PPE) and health and safety supplies/equipment, will be maintained in the first staging area. This staging pad will most likely consist of at least one storage trailer (size to be determined). No containment devices/structures are anticipated for this staging area due to the anticipated inert/harmless nature of the material staged/maintained there.

The second staging area will be the location of the on-site fueling and vehicle maintenance materials. This area will be a bermed, lined area designed to capture any releases from the fuel storage tank and maintenance fluid drums. Spill kits, fire extinguishers, and other applicable/appropriate supplies/equipment/devices will be stored/maintained at this location.

A third staging area will be maintained for Site wastes waiting for transport off site. This area will be lined, bermed, and, if practical, equipped with a waterproof cover to prevent the staged materials from being impacted by stormwater/precipitation. Heavy-duty waterproof plastic sheeting material will be used to cover the staged drums/containers to prevent precipitation impact/intrusion. This covering material will be weighed down/secured to prevent material loss during high wind periods/events. Intact waste containers will be kept in this area until a disposal facility is located/secured and appropriate transportation arrangements can be made. Waste containers in this area will be staged according to compatibility. This staging area may have distinct sub-areas for interim material/container storage pending the receipt of analytical results. Due to the possibility for additional staging space to be needed, this third staging area/pad will be constructed to allow for expansion, or another area/pad may be constructed for the same purpose.

The second and third staging areas/pads described above will be constructed to allow for the removal of collected liquids via a sump. Liquids collected in the sump will be pumped out as necessary and transferred to the wastewater storage tank/drum.

2.4 SITE SECURITY

This section outlines the implemented and proposed Site security measures at the RRG/Clayton Site. Currently, the Site is secured by a fence and locked gates at the Site entrance. These measures control Site access and help minimize the threat of direct human contact with containers and waste. Warning signs have been erected on exterior fencing along the entire perimeter of the Site. These security measures will be maintained throughout the completion of the RA activities.

A security service will be contracted as part of the Site security measures. Among the primary responsibilities of the security service is to monitor the Site entrance during work hours. The security service will maintain a Site Visitor Log, and all personnel entering and exiting the Site will be required to sign in and out. A log of any security incidents will also be maintained by the security service. If unauthorized personnel are observed on site, security should instruct them to leave the premises and should contact law enforcement officials if the trespasser refuses to vacate the premises.

When active Site activities are not in progress, the Site gates will be kept closed and locked to prevent uncontrolled and/or unauthorized access to the Site. The security service will patrol the accessible portions of the Site exterior and the SZ portion of the

Site during non-work hours. If a security breach or fire is discovered during a non-work hours patrol, the security service must contact the appropriate local authorities so that the necessary response action can be taken. The lead consultant and the Removal contractor supervisor should also be contacted in either of these events.

Additional details on Site security measures and protocol for the security service are provided in the SSP.

3.0 ABOVEGROUND REMEDIATION ACTIVITIES

This section of the RAWP discusses the various activities and related procedures/protocols that will be used to address the aboveground materials at the RRG/Clayton Site encountered during the completion of the RA activities. These materials consist of process equipment; aboveground storage tanks (ASTs) and other vessels that contain residuals and sludges; above and below ground piping associated with the process equipment, drums, buckets, and other containers with hazardous solids; drums, buckets, and other containers with non-hazardous solids; compressed gas cylinders; and miscellaneous debris.

Tasks-related to the process equipment and other above ground features are:

- Drain fluids from process equipment to facilitate decommissioning as needed;
- Disconnect process equipment;
- Inspect all ASTs and other storage vessels for the presence of sludges or solids;
- Complete sludge/solids removal from all ASTs and other storage vessels, if practicable;
- Drain all fluids from above ground piping associated with process equipment, ASTs, and other storage vessels;
- Disassemble piping to access process equipment, ASTs and other storage vessels as needed;
- Clean process equipment, ASTs, and other storage vessels;
- Inspect area surrounding process equipment, ASTs and other storage vessels for signs of leakage and impacted surface/subsurface surfaces/material;
- Disassemble process equipment, ASTs and other storage vessels, as needed to access impacted surface/subsurface materials;
- Disassemble any pads, bases or support structures for process equipment, AST and other storage vessels above areas of impacted surface/subsurface materials;
- Collect investigative samples to confirm suspected surface/subsurface impact from process equipment, ASTs and other storage vessels based on inspections;
- Identify areas of impacted subsurface materials for future excavation; and
- Drain any underground piping discovered during the disconnection and/or disassembly of process equipment, AST and other storage vessels.

Container-related tasks include:

- Completion of an initial container inventory;
- Determination of container integrity;

- Completion of over-packing activities, as needed, for containers found to be leaking or in imminent danger of leaking hazardous materials into the environment;
- Completion of identification, compatibility, and characterization sampling of containerized materials;
- Completion of material and container segregation activities based on visual screening, field chemical screening results, and existing laboratory analytical results;
- Preparation of empty containers for off-site disposal; and
- Completion of material bulking or container grouping activities for intact containers based on container contents and difficulty/hazardous nature of material transfer.

3.1 PROCESS EQUIPMENT

Previous Site operations included recovering spent solvents through a distillation process, and combining tank bottoms from the solvent recovery process with chemicals to produce a by-product that was sold to use in the pavement industry. As such, typical process equipment in the form of distillation towers/stills, batch mixers, was present at the Site, and was subsequently abandoned when the facility ceased operation.

USEPA required that process equipment at the Site be drained of any liquids during the LRA. Additionally, any sludge or other waste solids that may have accumulated in the equipment since the end of facility operations should be addressed in this RA. The materials will be removed through scrapping, flushing with liquids (solvent or pressurized water), or other more practical/feasible methods. The removed materials will be containerized for subsequent waste characterization, bulking, as appropriate, and offsite disposal. These containerized wastes will be handled, sampled, categorized, and disposed of in accordance with the protocol presented in the applicable portions of Section 3.4.2 through Section 3.7.2.

During solids/sludge removal, air monitoring readings will be taken to ensure worker safety. Details of the specific monitoring requirements and protocols are presented in the Site HASP. When solids/sludge removal is done by flushing, either a Photo-ionization Detector (PID) or an Organic Vapor Analyzer (OVA) will be used to determine if potentially harmful volatile organic vapors are being released from the equipment along with the solids. If scrapping is the selected removal method, a combination monitor capable of measuring Lower Explosive Limit and Oxygen levels (LEL/O₂ meter) will also be used to monitor the work environment. Only spark-proof tools will be used to minimize the possibility of an explosion from any volatile organic

vapors that may be present. Air monitoring will be performed continuously during the completion of the activity.

In the event that the solids are flushed from the equipment using solvents or pressurized water, a means of draining the resulting mixture from the equipment will be created unless one exists. If a liquid release opening/point needs to be created, it will be done either by disconnecting equipment piping or by cutting a small hole at the lowest hydraulic location on the equipment.

Once the solids have been removed from the equipment, the surrounding area will be inspected to determine if any liquids may have leaked from the machinery. In the event that evidence of leakage is noted, a notation must be made to conduct follow up investigative sampling at the equipment location. This sampling will be completed with the intent of determining if the upper 3 feet of area soils have contaminants of concern (COCs) at concentrations above the applicable Preliminary Remediation Goal (PRG) or the ignitability criteria. The specific PRGs used for evaluating the sample results are the IEPA Tiered Approach to Corrective Action Objective (TACO) Soil Remediation Objectives (SROs) for Industrial/Commercial Properties (TACO Industrial SROs). The collected sample will be analyzed for the COCs most likely to be present based on the expected liquids used in, generated by, or processed by the equipment.

The sample will be collected following the disassembly of the particular piece of equipment and the removal, if applicable, of any supporting base or pad that the equipment was located on. Sample collection will be performed simultaneously with the investigative samples associated with the Geoprobe and test pits samples collected during the 2001 USEPA Site Assessment. If the analytical results exceed the applicable PRGs or the ignitability standard, then the impacted materials must be excavated unless impervious/concrete flooring was in place beneath the equipment or equipment pad. Sampling and excavation protocol will be the same as those detailed in Section 4.0 through Section 4.2.

After being disassembled, the equipment will be transported to the staging area/pad and staged appropriately until it can be sent offsite either as recoverable scrap material, or to be reused.

3.2 ASTS AND OTHER STORAGE VESSELS

As a result of past Site operations (solvent recovery/distillation), there are several ASTs and other storage vessels located at the RRG/Clayton Site. During the LRA, a tank

survey was completed in which the dimensions of each tank were measured and recorded. The inventory also corroborated information gathered during the 2001 USEPA Site Assessment. A copy of the tank survey is included as Appendix B.

One of the tasks to be completed as part of this RA is the removal of solids and sludges from all ASTs and other storage vessels at the RRG/Clayton Site. These solids/sludges should/will be removed by scrapping; flushing with pressurized water or solvents; or by other acceptable tank cleaning methods. The materials should be removed to maximum extent practicable, and containerized for future waste characterization and offsite disposal. As described in Section 3.1, air monitoring will be performed during the removal of solids/sludges from the AST/storage vessel. Additional details for the air monitoring activities are presented in the Site HASP.

Following the cleaning of these ASTs and other storage vessels, the surrounding areas should be inspected for evidence of potential leaks/releases in the form of holes in the AST/storage vessel, or staining of the flooring or soil beneath the AST/storage vessel. If evidence of a release is noted, the area should be identified for follow up soil investigative sampling. However, at locations where impervious flooring (concrete) is present beneath the AST/storage vessel, a sample should only be collected if the flooring is cracked or compromised in any other way.

This investigative sampling will be done simultaneously with the soil sampling to be completed at select sample locations from the 2001 USEPA Site Assessment. The collected sample will be collected from the 0 to 3 foot interval, and analyzed for COCs in accordance with the known or suspected contents of the AST/storage vessel. Additional actions may be required dependent on the analytical results from the collected sample. Details/protocols for evaluating the sample results and determination of subsequent actions are presented in Section 4.1 and Section 4.2.

After the AST/storage vessel has been cleaned, it will be disassembled/dismantled, if practical, then relocated to the Staging area/pad. The disassembled AST/storage vessel will then be managed either as recoverable scrap material or as non-hazardous solid waste.

3.3 PIPING

The nature of past Site operations (solvent recovery/distillation) resulted in a network of above and below ground piping being present at the Site. One of the specified tasks for completing the RA activities is the removal of aboveground structures, including

piping, that were involved in material processing at the RRG/Clayton Site. Prior to being disassembled or disconnected, the involved piping will be drained of any residual liquids, and sludges as applicable. After being removed the piping should be examined and any residual solids should be removed using an appropriate method. Air monitoring will be performed prior to and during the completion of piping disassembly/dismantling/disconnection activities in the same manner as discussed in Section 3.1 and Section 3.2.

Following the removal/disconnection of the above ground piping, an inspection of the piping and surrounding area should be done to determine if a release may have occurred from the piping. This determination should be based on the presence of holes or other breaks in the piping, or the absence of stained flooring or soil beneath the previous location of the piping. A determination that a leak or release had occurred will result in a follow up soil investigative sampling, unless the stained flooring is impervious (concrete), and uncompromised. If the flooring has been compromised or absent, then sampling should be performed in accordance with the protocols presented in Section 4.0 through Section 4.2.

Sample collection will be done simultaneously with the investigative soil sampling scheduled for the select Geoprobe and test pit locations identified from the sample results from the 2001 USEPA Site assessment. As required, a sample will be collected to determine if the upper 3 feet of underlying materials have been impacted. The collected sample will be analyzed for COCs based on the known or suspected materials conveyed by the piping. The analytical results from the collected sample will be evaluated as discussed in Section 4.1, and appropriate subsequent actions will be taken.

The removed piping will be relocated to the staging area/pad before being shipped off site either as recoverable scrap material or as non-hazardous solid waste.

Underground piping discovered during the removal/dismantling/decommissioning of process equipment, ASTs or other storage vessels will be drained of liquids, sludges, and solids to the best extent practicable. This piping will be left in place.

3.4 CONTAINER TYPES/KNOWN MATERIALS PRESENT

Based on the July 2004 Liquids Removal Report (LRR), the following types of containers are currently among those located at the Site:

- Empty;

- Containing hazardous solids;
- Containing toxic solids;
- Containing hazardous semi-solids;
- Containing non-hazardous semi-solids;
- Containing non-hazardous solid wastes;
- Containing unknown/undetermined substances;
- Containing carbon powder; and
- Compressed gas cylinders.

A list of the drums inventoried during the LRA was included in the LRR, and will be used to expedite the completion of container related activities at the Site. A copy of the Drum Inventory is included as Appendix C.

3.4.1 CONTAINER/ MATERIAL INVENTORY

Inventories of drummed wastes at the RRG/Clayton Site were performed as part of the 2001 USEPA Site Assessment and the 2002-2004 Liquid Removal Action (LRA). Listed on-site containers include drums, buckets, bags and metal gas cylinders. The July 2004 LRR states that empty drums and drums containing solids were placed inside the Waste Drum Storage Building at the Site during that removal action. Data presented in the Drum Inventory created during the LRA will be verified during this RA. Following this verification process, and prior to initiating container removal activities, the lead consultant will prepare a comprehensive container inventory.

Any drums/containers found to contain material that may be recycled by a manufacturer (unused process chemical, spent carbon, etc.) will be segregated from containers of waste or hazardous substances. If a viable/willing recycler can be found, the material will be handled appropriately. Otherwise, the material will be sampled for waste characterization purposes and disposed of accordingly.

Remaining unidentified waste drums/containers will be left in place for supplemental identification and handling. Identified empty drums and containers will be removed for appropriate off-site disposal.

3.4.2 CONTAINER/ MATERIAL GROUPING AND SCREENING

Once a comprehensive inventory of all on-site containers has been completed, the containers will be assembled, to the best degree possible, by similarity of contents. This will be done based on container labels, by visual examination of the container contents, and, where available, by analytical data. Once the containers are grouped, a composite grab sample comprised of at least two aliquots from separate containers in each container group will be collected to represent each potential waste group. This sample will undergo field screening for basic chemical characteristics (ignitability, oxidizing agent, etc.) to ensure that chemical incompatible materials are not staged together. At the time of writing this RAWP, it is not apparent how many visually distinct waste streams are present on Site. All samples will be analyzed for waste compatibility in accordance with SW-846.

Based on the results of the field screening, the assembled containers may be further segregated or regrouped. Representative samples will be collected from these subsequent container/material groupings to be submitted for waste characterization analysis.

3.5 CONTAINER HANDLING

Following the completion of the initial container grouping and compatibility analyses, the Removal contractor will begin to relocate the containers to the Staging area/pad for further characterization/handling.

Container handling activities are discussed below based on container integrity – open/deteriorated, intact, and empty.

3.5.1 OPEN/DETERIORATED CONTAINERS

Open and/or deteriorated containers will be secured in overpacks, spill pans, or skidpans, and then moved to the staging pad. Any spilled contents of these containers that can be recovered will be handled similarly. Representative samples will be collected from each group of similar containers in the staging area and analyzed for waste characterization purposes.

Once analytical results are obtained, the container contents will be bulked in larger containers (roll-off boxes, drums, etc.) for off-site transport and disposal. Containers

used for material bulking will conform with United States Department of Transportation (DOT) regulations.

The analytical results will also be used to reassign containers/materials based on chemical similarity. Additional disposal samples may be collected from the bulked materials

3.5.2 INTACT CONTAINERS

If a container is found to be intact, it will be recovered and transported to the staging area for opening, inspection, and field screening. In instances where the container's contents appear to match one of the established waste groups, a sample will be collected for compatibility screening. If the screening results indicate a similarity, the container will be similarly staged.

When the container contents do not appear to match one of the established waste groups, a sample will be collected for waste characterization analysis. The container will then be secured on the staging pad pending receipt of the analysis. The results of the analyses will determine whether the container can be added to an established waste group, or if a new waste group will be created.

3.5.3 EMPTY CONTAINERS

Upon encountering a container, the container will be examined to determine if it is "empty" (a 1-inch heel is an empty container, as defined in the Resource Conservation and Recovery Act [RCRA]). Empty containers will be segregated, removed to the staging area, and crushed or shredded for off-site disposal as a RCRA Subtitle D waste.

3.6 MATERIALS HANDLING PLAN

3.6.1 DRUM AND WASTE CONTAINER HANDLING PROTOCOLS

3.6.1.1 GENERAL

Containerized wastes, such as 55-gallon drums or 5-gallon pails, are present on site. When containerized waste is encountered during Site activities, the protocols contained in Title 29 of the Code of Federal Regulations Part 1910.120(j) – the Occupational Safety

and Health Administration (OSHA) Drum Opening Standards (29 CFR Part 1910.120(j)) and this section will apply. The procedures described within this section specify the minimum requirements that will be implemented to minimize the potential for migration of waste constituents to the surrounding environment and/or worker exposure.

3.6.1.2 EQUIPMENT

a) Safety Equipment

During the handling of drums and containers, safety apparel and equipment will be worn or used at all times. The use of these safety equipment will/should be discussed in the HASP prepared for the RA activities at the RRG/Clayton Site.

b) Handling Equipment

All handling, moving, and transporting of drums will be performed with mechanical equipment whenever possible. Drums will be moved using a grapppler, non-metallic slings, within the bucket of a backhoe or front-end loader, or by other approved means that will prevent damage to drums/containers and release of their contents. Drums may be transported in spill pans or skidpans to the staging area. Movement or handling of drums and containers by personnel may be required in the event that mechanical means cannot be properly or safely employed due to drum breakage or leakage.

Until wastes are characterized, portions of equipment that contact drums will preferably be constructed of non-ferrous materials. Should steel construction equipment be used, contact portions will be coated or lined to preclude spark generation in accordance with 40 CFR 1910.120 (j) (1) (xii). Portable pumps, if used, will be intrinsically safe.

Additional details on personal protective equipment (PPE), emergency response equipment, and vehicle safety devices are provided in the Site HASP. The criteria for selecting the PPE level are also discussed in the HASP.

Prior to removal from the Site, equipment used for drum handling will be decontaminated within the equipment decontamination facility.

3.6.1.3 PROCEDURE

a) Working Groups

Only specifically trained personnel will be allowed to complete activities related to the movement/relocation of the drums and containers. At least two people will perform drum/container movement activities. Visual contact will be maintained between members of the working team at all times during the drum/container handling activity, and team members will use predetermined/recognizable hand signals or other typical means to maintain communication between themselves.

b) Point-of-Removal Handling

Prior to physically handling a drum or container, a preliminary classification checklist will be completed. This list will include a screening of the container for organic vapors with a PID, OVA, or equivalent, and a visual description of the drum, container contents, and labeling information (if available and legible). If, during this inspection, an open or leaking drum is observed to contain liquids, the liquids will be pumped or bailed into a repack drum prior to moving the drum or container. However, drums of liquids are not expected to be present at the Site due to the LRA completed in 2004. If an open drum is identified to contain solids, the drum will be carefully moved to avoid material spillage. If the drum is neither open nor leaking, the drum will be examined for structural and hydraulic integrity, then carefully relocated. Deteriorated drums will be overpacked or loaded into a spill pan or skidpan prior to relocation to the staging pad. Drums will be moved using a grappler, non-metallic slings, within the bucket of a backhoe or front-end loader, or by other approved means that will prevent damage to drums/containers and release of their contents.

After overpacking or repacking, the overpack drums will be transported to the staging pad as described previously. Relocated drums and containers will be opened and sampled at the staging pad.

c) Spill Prevention and Response

The handling and transport of drummed/containerized waste will be conducted in a controlled and safe manner to minimize damage to the containers, prevent material spillage, and minimize worker exposure. Repack /overpack containers will be provided for use in the event of container leakage or spillage.

In the event that the contents of a drum are spilled, the drum handling team will immediately respond to the spill. The spilled materials will be confined to the immediate area of the spill and the unaffected materials will be placed into a repack drum/container. Residual materials that cannot be separated from the underlying surface (soils, concrete, etc.) will be removed in an appropriate manner for disposal.

d) On-Site Contingency Plan

In the event that a release of a hazardous waste occurs on Site beyond the limit of working areas, the protocols presented in the Site HASP will be implemented. At a minimum, the response action will consist of:

- Notifying the USEPA OSC or his designee and, if the release qualifies under 40 CFR Part 302 (Designation, Reportable Quantities and Notification), the National Response Center (NRC);
- Performing material containment actions;
- Performing any air monitoring required to determine if the released material migrated offsite;
- Performing any required decontamination and/or disposal activities; and
- Creating an Incident Report, which will, at a minimum, discuss the incident, the response actions taken, present the findings from the investigation of the incident, and present protocols to prevent the reoccurrence of the situation.

As stated, previously additional details on specific response actions are presented in the Site HASP.

3.6.2 ENVIRONMENTAL CONTROL

3.6.2.1 SURFACE WATER CONTROL

All drum removal and staging operations will be carried out under dry conditions to the maximum extent possible.

Surface water runoff will be prevented from entering the work area using diversion berms, sandbags, ditching or other available means. The methods used will be subject to the approval of the lead consultant based on encountered field conditions. Surface water runoff that may potentially contain waste constituents will be contained on site to the maximum extent practicable, and will not be discharged towards surface water bodies or stormwater sewer systems, if avoidable. Contaminated surface water runoff, if

any, associated with outdoor waste removal activities will be contained and stored in wastewater storage tanks. Floor drains and sewers, if any, will be plugged prior to commencing removal activities to prevent contaminated surface water runoff associated with removal activities from migrating off Site.

All equipment necessary to maintain the staging areas/pads free from water will be available on site. Collected waters will be transferred to the wastewater storage tanks. Only trained workers will be allowed to perform liquid transfer activities.

Drums and containers in the staging area will be covered with an impermeable tarpaulin as much as practicable. All drums will be secured when they are full or at the end of the day. Liquids collected in the staging pad sumps will be collected and transferred to the wastewater storage tanks.

3.6.2.4 GENERAL HOUSEKEEPING

Daily accumulations of solid waste material such as discarded safety equipment, debris, and rubbish will be collected in garbage bags and disposed of in accordance with Federal and State regulations.

General refuse will be contained in a designated area in the support area. The Site will not be allowed to become littered with refuse and/or waste materials from the working areas, but will be maintained in a neat and orderly condition throughout the construction period.

3.6.3 DRUM/CONTAINER HANDLING

The sampling of drummed/containerized wastes will be performed at the drum staging pad. Material handling operations at the drum staging pads will consist of:

- i) Assignment of a unique container number to each drum/container (this may be the number assigned to the drum during the LRA);
- ii) Notation of approximate volume of contents, condition of drum/container, pertinent labeling information, visual appearance of contents, and physical state;
- iii) Segregating waste drums on the basis of visual observation or, in the event of uncertainty, in accordance with the Paint Filter Test;

- iv) Collection of representative samples for compatibility testing and disposal characterization; and
- v) Consolidation of similar waste streams on the basis of compatibility testing data and placement in compatible groupings on the drum staging pad pending off-site disposal.

Empty drums/containers will be crushed or shredded, if applicable, and staged separately for off-site disposal. New drums/containers that were used for repacking/overpacking may be reused for similar types of wastes if first cleaned of gross/visible contamination. All drums/containers whose contents were consolidated for bulk transport will be crushed for disposal at the completion of the drum/container removal program.

The handling and packaging of all drums/containers will be conducted in accordance with the requirements of the HASP.

3.6.4 DRUM/CONTAINER STAGING

Drums/containers will be staged as follows:

- RCRA Empty drums will be handled as discussed in Section 3.2.3 and staged as described in Section 2.3.3;
- Drums/containers containing compatible wastes based on visual examination and chemical screening will be bulked immediately into a roll-off box or similar container. These containers will be staged as described in Section 2.3.3;
- All other drums/containers will be placed in a separate portion of the Staging Area as described in Section 2.3.3 until the results of the disposal characterization analysis have determined the characterization of the waste; and
- Following the completion of waste compatibility/field screening, disposal characterization analysis, and determination of an appropriate disposal method, the drummed/containerized waste will be sent to an appropriate off site disposal facility in accordance with Federal and State regulations.

3.6.5 PREPARATION OF OFF-SITE TRANSPORT VEHICLES

All off-site transport vehicles will be DOT-approved and will be prepared as appropriate prior to receiving waste. The boxes of all vehicles that will transport bulk materials will be lined with a continuous sheet of polyethylene prior to loading and will have sealed tailgates. Drummed/containerized wastes will be loaded and secured in a manner that will prevent damage to the containers or release of the containerized materials.

A weatherproof tarp will be provided and secured over each shipment leaving the Site. Exception will only be made for enclosed box transport units.

3.6.6 OFF-SITE WASTE TRANSPORTATION AND DISPOSAL

3.6.6.1 MANIFESTING AND LABELING

Non-hazardous solid waste will be transported under a bill of lading. Drums/containers designated for off-site disposal will be labeled and manifested (if hazardous) prior to leaving the Site for off-site treatment, storage or disposal (TSD) facilities. The analytical results obtained from disposal characterization analyses will be used for manifesting purposes and for determining the necessary placarding of vehicles. The manifest forms and records will be consistent with applicable Federal and State requirements.

A hazardous Waste Generator Number will be obtained from USEPA and will be used on all manifests. A designee will be responsible for signing all manifests as generator. The designee will be trained as required by 40 CFR 172 Subpart H.

3.6.6.2 AUTHORIZED TRANSPORTERS

Only transporters that are licensed by the DOT and the State of Illinois will be used for the transport of hazardous materials.

If wastes are scheduled for transport to facilities outside of the State of Illinois, transporters will have current licenses in the appropriate State(s) and comply with other applicable Federal laws, including DOT requirements. As stated previously, notification will be provided in accordance with Section VIII, Condition 21 of the Draft AOC if this situation occurs.

If wastes are deemed to be non-hazardous, then transporters will be licensed for general transportation of non-hazardous wastes or as required by the State for the transport of Special Waste.

3.6.6.3 OFF-SITE CONTINGENCY PLAN

Following disposal characterization analyses and selection of the site(s) for off-site disposal, an off-site contingency plan will be prepared for hazardous waste shipments and submitted to the USEPA.

Items to be included in this plan are as follows:

- A primary and secondary route to each TSD facility;
- Emergency Response Procedures (fire, explosion, spill);
- Communications; and
- Responsibilities.

3.6.6.4 OFF-SITE DISPOSAL

a) Approved Disposal Facilities

All off-site shipments of waste will be appropriately disposed at a facility in compliance with USEPA's Off-site Rule, 40 CFR 300.440, and Section VIII, Condition 21 of the Draft AOC. All facilities identified will be RCRA compliant and/or Toxic Substances Control Act (TSCA) compliant, as applicable, and will comply with the requirements specified hereafter.

Any wastes deemed to be non-hazardous may be transported to a non-hazardous landfill or recycling facility, as applicable, for disposal.

b) Letter of Agreement

Each designated disposal facility will provide a Letter of Agreement. This agreement will specify the total estimated quantities of wastes and the intended method of disposal for each waste stream. Letters will be provided to USEPA for review. Each Letter of Agreement will provide the facility name and USEPA Identification Number, facility locations, name of responsible contact for facility, telephone number for the contact,

signed Letter of Agreement to accept wastes as specified, and waste characterization requirements. It may be necessary to supplement the disposal information provided by the designated disposal facilities. This supplementary information, if necessary, will be provided by the lead consultant.

3.6.6.5 DOCUMENTATION

The appropriate documentation will be generated and maintained for all material transported from the Site to an off-site disposal/reclamation facility. A waste shipment record, waste manifest or bill of lading that identifies the generator, transporter and disposal facility and corresponding USEPA identification number, the nature of the material, the date and time the material was transported from the Site, and the estimated weight or volume of material will be provided with each loaded transport vehicle. A representative or agent of the owner and the transport vehicle driver will sign the manifest, or bill of lading, before the material is transported from the Site. The lead consultant will retain a copy of the manifest, or bill of lading, for documentation purposes. Bills of lading will be issued for non-hazardous material removed from the Site.

Upon receipt of the material, the disposal/reclamation facility will be required to sign the manifest. A copy of the signed manifest will be returned to the lead consultant for record-keeping purposes. The completed manifests will be filed and stored in the lead consultant field project office for the duration of the removal activities.

3.6.6.6 INSPECTION OF TRANSPORT VEHICLES

Care will be taken to prevent contamination of transport vehicles during load out for off-site disposal. All vehicles exiting the Exclusion Zone will be decontaminated, if necessary, at a decontamination station located outside the Exclusion Zone. In the event effective decontamination cannot be accomplished using dry methods, a high-pressure wash will be utilized. Decontamination water will be collected and contained at the decontamination station for subsequent removal and off-site disposal. The lead consultant will inspect the Site entrance and street to ensure contamination/debris is not being tracked off site.

3.6.6.7 OFF SITE EMERGENCY SPILL RESPONSE

Transport vehicle drivers will be advised to observe the designated route and report any spills attributable to the transport of waste materials to the Project Coordinator or his on-site designee. The Project Coordinator or designee will, as required by law, provide notification to USEPA and NRC of any reportable spill incidents. In the event of an off-site reportable spill incident, the lead consultant and the transporter will ensure that appropriate cleanup is conducted. The lead consultant will provide oversight to ensure the cleanup of spilled material and will submit a report to USEPA within 24 hours of the reportable spill incident. At a minimum the report will include the spill location, date and time of the spill, volume of material spilled, response actions taken to abate the spill, and precautions implemented to prevent future spills.

3.7 DRUM SAMPLING ACTIVITIES

All waste sampling completed for the RA activities will be conducted in accordance with the HASP and will be subject to USEPA approval. Protocols developed for the QAPP will ensure that sampling and analyses comply with USEPA guidance on QA/QC, data validation, and chain of custody procedures.

Upon USEPA's request, the lead consultant will arrange for the laboratory analysis of samples that USEPA collects for quality assurance monitoring. If requested, the QA/QC procedures followed by the sampling teams and laboratories performing the work will be provided to USEPA. This will include analytical tracking information consistent with OSWER Directive No. 9240.0-2B, "Extending the Tracking of Analytical Services to PRP-Lead Superfund Sites".

3.7.1 COMPATIBILITY ANALYSIS

Drummed/containerized wastes will be segregated according to compatibility characteristics. These characteristics will be determined by analysis of one sample per drum/container for initial compatibility testing. This initial compatibility testing will be completed on intact containers whose contents are not visually compatible with known waste streams. Field screening analyses for compatibility testing of visually distinct wastes is likely to consist of the parameter and analytical methods.

The sample will be a grab sample collected using a decontaminated or new disposable spoon, scoop, or similar device. A clean pair of disposable latex, or similar, gloves will

be used for each sample. The recovered material will be placed in a laboratory-supplied container. Sample containers will be packaged appropriately and shipped to the secured laboratory for analysis. Sample shipment and analysis will be completed under Chain Of Custody protocol and in accordance with the QAPP.

3.7.2 WASTE CHARACTERIZATION ANALYSIS

Disposal characterization analyses will be conducted on representative composite samples of the materials contained in the drums/containers to determine if the containerized material is hazardous, in accordance with 40 CFR 261, and to select an appropriate TSD.

For the purposes of off-site disposal facility approval, a minimum of one representative sample for each waste stream will be collected to characterize the range of hazardous constituents potentially present at the Site. A summary of specific analytical methods to be used for disposal characterization analyses is presented in Appendix D. The representative sample will be a composite grab sample from at least two aliquots from separate containers. These grab samples will be collected using a decontaminated or new disposable spoon, scoop, or similar device. A clean pair of disposable latex, or similar, gloves will be used for each sample. The recovered material will be placed in a laboratory-supplied container. Sample containers will be packaged appropriately and shipped to the secured laboratory for analysis. Sample shipment and analysis will be completed under Chain Of Custody protocol, and in accordance with the QAPP.

The number of samples to be collected will be determined in consultation with USEPA and the off-site disposal facility.

Waste materials will be segregated according to analytical data/known compatibility when the drums are opened on the staging pad. Drums of sludge will undergo Paint Filter testing as needed. In accordance with 40 CFR Part 264 - Subpart N - Landfills, materials passing the Paint Filter Test will be disposed of in a RCRA or TSCA compliant landfill if found to be hazardous. Materials failing the Paint Filter Test will be considered liquid wastes and will be subject to additional compatibility testing and characterization as deemed appropriate, prior to disposal. Wastes found to be hazardous will be disposed of at an off-site RCRA or TSCA compliant facility.

3.8 AIR MONITORING

3.8.1 ATMOSPHERIC EMISSIONS MONITORING AND CONTROL

Air monitoring will be performed during project activities to ensure that all site personnel and the surrounding community will not be adversely impacted during project activities. Details for the air monitoring protocol to be used at the Site are provided in the Site HASP. This section discusses the requirements for conducting active work area and personnel air monitoring at the Site as well as the requirements for conducting perimeter air monitoring at the Site and control measures.

During the progress of site activities, the Health and Safety Officer (HSO) will monitor for organic vapors and particulates at the perimeter of the exclusion zone. The following air monitoring instrumentation will be used for monitoring air quality at the perimeter of the exclusion zone:

- i) A PID or OVA;
- ii) A combination oxygen/combustible gas/carbon monoxide/hydrogen sulfide instrument (4-gas meter); and
- iii) An aerosol/particulate monitor (MIE Mini-RAM or equivalent).

Additionally, a windsock, or equivalent, will be operated at the Site to monitor wind direction across the exclusion zone.

Dust control measures will be implemented as required to prevent the generation of dust during waste material handling operations. These dust control measures include the use of water misting systems and the use of covers on trucks hauling dusty materials. Water used for dust control purposes will be from a contaminant-free source approved by the USEPA OSC or his designee. Chemical means for dust control will not be used without USEPA approval.

a) Calibration

Calibration of air monitoring equipment will be completed on a daily basis and be recorded in the Site's daily logbook entries.

b) Background Monitoring

Background monitoring will refer to that air monitoring data obtained at an upwind location not being impacted by site activities. The windsock or equivalent means of determining wind direction will be established at the Site. Based on wind direction, background monitoring locations will be determined at the beginning of each workday. Background monitoring will also be conducted at the beginning of each workday.

The wind direction and all background monitoring results will be recorded as a daily entry in the Site's logbook.

c) Worker Breathing Zone Air Monitoring

The Contractor will monitor the worker breathing zone within the area of active work to evaluate requirements for worker respiratory protection. This monitoring will be conducted using a PID/OVA, aerosol monitor and 4-gas meter (confined spaces only) that have been appropriately calibrated. These data will determine when work activities need to be modified or shut down due to an action level exceedence.

Air monitoring will be conducted continuously during all waste material handling activities in the breathing zone of workers in the Exclusion Zone or as deemed necessary by the HSO based on site-specific conditions. Additional details on air monitoring procedures/protocols, including the criteria for suspending Site operations/work activity, are presented in the Site HASP. Work/activity suspension criteria are based on concentrations above background levels/concentrations.

Air monitoring readings are considered elevated if the approximate value remains consistent for 60 seconds. If elevated levels of organic vapor and/or particulates are identified, the HSO will suspend operations and determine the cause of the elevated readings. Prior to resuming Site operations, the cause of the elevated readings must be determined, and a protocol for avoiding a reoccurrence of the situation/circumstances must be developed.

d) Exclusion Zone Perimeter Air Monitoring

Real time air monitoring will be routinely conducted at the perimeter of the Exclusion Zone for organic vapor and particulates. Monitoring will be done using a PID/OVA and aerosol monitor once every half hour, or as determined by the HSO. Exclusion Zone Perimeter monitoring will be done during waste material consolidation/bulking activities and bulk loading of waste materials for off-site disposal/recycling.

Air monitoring readings are considered elevated if the approximate value remains consistent for 60 seconds. If elevated levels are detected at the downwind monitoring point, an upwind reading will be collected as soon as possible to determine if Site operations/work activities should be suspended. Additionally, air monitoring will be conducted at the downwind Site perimeter to ensure that contaminants are not migrating offsite. Additional details on the criteria for suspending Site operations/work activity are presented in the Site HASP and are based on concentrations above background levels/concentrations.

Work/Site activities will not resume until the cause of the elevated readings is determined and appropriate steps are taken to prevent a reoccurrence. Upon resumption of work/Site activities, air monitoring will be conducted at the downwind Exclusion Zone perimeter and site boundary to confirm that resumption of activities has not produced elevated readings.

e) Reporting

All air monitoring measurements will be recorded daily in the Site logbook. The USEPA OSC or his designee will be advised immediately when air monitoring results indicate:

- Excessive exposure to employees within the Exclusion Zone; and
- The possibility of migration of elevated organic vapors and/or airborne particulate concentrations beyond the perimeter of the Exclusion Zone.

This will be followed up with a written brief documenting the perimeter action level exceedence, its suspected cause, and the suggested mitigative action taken to prevent its reoccurrence. Results of subsequent air monitoring conducted at the property boundary will also be included in the written brief.

3.8.2 NUISANCE ODOR

No mention of nuisance odors was noted in the Site Assessment Report completed by USEPA in 2001. As such, this is not expected to be a situation that arises during the performance of RA activities at the RRG/Clayton Site. In the event that a persistent nuisance odor is being generated from an on-site activity, an investigation will be performed and an appropriate response will be designed with feedback from the USEPA OSC or his designee.

4.0 EXCAVATION ACTIVITIES

According to analytical results from samples collected during the 2001 Site Assessment from Geoprobe borings and test pit excavations, impacted soils are present at the RRG/Clayton Site. USEPA installed 23 Geoprobe boreholes and dug 59 test pits. A total of 22 soil samples were collected, with 11 samples from the Geoprobe borings and 11 samples from the test pits. These Geoprobe boring locations and the test pit locations are presented as Figure 4.1 and Figure 4.2, respectively.

Preliminarily areas of excavation were delineated using these sample locations as the center of excavation. These approximate/preliminary excavation areas are presented as Figures 4.3 for the Geoprobe sample locations and Figure 4.4 for the test pit locations. Based on the depth of the impacted soil sample, different excavation criteria were determined/agreed to by USEPA and the Group. Table 4.1 cross-references the Geoprobe sample locations to the Geoprobe borings, then presents the COCs that exceeded the PRG and the appropriate action to be taken at the sample location. Similarly, Table 4.2 does the same for the test pits dug by USEPA during the 2001 Site Assessment.

Sampling Procedures

The excavation sample types discussed in this RAWP will include investigation samples (to determine if overburden soils are impacted) and confirmatory samples (to confirm that impacted materials have been removed).

For investigation samples, the target interval (an approximate depth of 1 to 2 feet below ground surface [bgs]) will be accessed using a hand auger or similar device. Soil samples will be collected from the recovered material using a spoon, trowel, or similar device if the COC is not a VOC. An Encore-type sampler will be used for sample collection if the COC is a VOC. The hand auger or similar device will be decontaminated after every sample location is accessed.

Confirmatory samples will be directly collected from the sidewalls of excavations using a spoon, trowel, or similar device if the COC is not a VOC. As with investigation samples, an Encore-type sampler will be used if a VOC is the COC. Samples will be collected from the most visually apparent impacted portion of the sidewall or at the approximate midpoint of the vertical plane.

In all cases, the sampler will don a unused pair of latex gloves prior to beginning sampling activities. Samplers will also use either a new disposable sample device or one

that has been properly decontaminated since the previous sample was collected. The issue of sample splits with the USEPA OSC or his designee, and the submission of QA samples on behalf of USEPA is discussed in Section 3.7.

4.1 NEAR SURFACE SAMPLES

Samples collected within 3 feet of surface level during the 2001 USEPA Site Assessment will be used to initially identify areas of the Site that should be excavated to a depth of 3 feet. Specifically, preliminary excavation areas should be completed around SB-013-01, SB-013-05, SB-013-08, SB-013-11, SS-013-01, SS-013-03, SB-013-06, and SS-013-07. These eight locations all had sample results that exceeded either the applicable Preliminary Remediation Goal (PRG) or the ignitability criteria within the upper 3 feet of soil. Figure 4.3 and Figure 4.4 show those approximate locations. The specific PRGs used for evaluating the sample results are the IEPA Tiered Approach to Corrective Action Objective (TACO) Soil Remediation Objectives (SROs) for Industrial/Commercial Properties (TACO Industrial SROs).

For these instances, the upper 3 feet of soils will be excavated, and then verification samples will be collected from each of the four sidewalls of the excavation. These confirmation samples will be analyzed for the initial COC at each location. Based on the analytical results for the confirmation samples, the excavation will be expanded horizontally to capture additional impacted soils or will be backfilled.

4.2 SUBSURFACE SAMPLES

Samples were also collected in 2001 from Geoprobe borings and test pits from depths of greater than 3 feet bgs. At locations where these samples were found to contain analytes at concentrations above the applicable IEPA TACO Industrial SRO or ignitability standard, a sample will be collected from the same general location as the original sample location, but from the target 1 to 2 foot bgs interval. This situation occurred at the following 9 locations: SB-013-03, SB-013-04, SS-013-02, SS-013-04, SS-013-05, SS-013-08, SS-013-09, SS-013-10, and SS-013-11. Figures 4.3 and Figure 4.4 show the locations where overburden samples will be collected based on the Geoprobe samples and test pits samples, respectively.

If the corresponding near surface sample also is found to exceed the IEPA Industrial SRO or ignitability standard, then the impacted overburden soils will be excavated to a depth of 3 feet bgs, and confirmation samples will be collected from each of the four

sidewalls of the excavation area. As stated in Section 4.1, these confirmation samples will be analyzed for the initial COC at each location. Based on the analytical results for the confirmation samples, the excavation will be expanded horizontally to capture additional impacted soils or will be backfilled.

If the analytical result is below the IEPA TACO Industrial SRO or ignitability standard, no action needs to be taken.

4.3 PAINT WASTE TEST PITS

As part of the 2001 USEPA Site Assessment, 59 test pits were excavated. Some of these test pits were found to contain paint waste below ground surface. As part of the RA activities to be completed, these test pits with paint will be re-excavated. Impacted materials in these test pit locations will be excavated to a maximum depth of 5 feet bgs or until visual reconnaissance shows that the impacted soils are removed. The horizontal extent of contamination will be determined visually with impacted soils removed to the maximum extent practicable.

5.0 REMOVAL ACTION CLOSEOUT

5.1 GENERAL

All closeout activities associated with the RA operations will be coordinated and performed in such a manner that no waste materials scheduled for off-site disposal or mobilized facilities remain at the Site upon completion of this activity.

5.1.1 COMPLETION OF SITE RESTORATION ACTIVITIES

Those areas where impacted soils have been excavated as part of the RA activities must be restored to pre-excavation conditions prior to demobilization from the Site. As such, either pavement or a 6-inch thick layer of topsoil will be installed in these areas. This topsoil will be seeded with an Illinois Department of Transportation (IDOT) approved seed mix. Erosion control matting or straw mulch will be installed above this seeded topsoil layer to prevent seed washout before germination begins. Other areas of the Site that have been disturbed to accommodate the installation of Site construction features should be similarly restored prior to demobilization from the Site.

5.1.2 DISASSEMBLING OF CONSTRUCTION FACILITIES AND FIELD FEATURES

Prior to final demobilization from the RRG/Clayton Site, all of the various work areas and features installed at the Site to facilitate the completion of the RA activities must be removed. These features and work areas include the staging areas, the temporary decontamination pads/areas, and any structure/device installed to facilitate the installation of a cover for these areas/features.

5.1.3 FINAL DECONTAMINATION OF SITE EQUIPMENT

A final decontamination of all equipment will be performed on the equipment decontamination pad. Decontamination of equipment will consist of scraping and wire brushing to remove loose dirt and debris and adhered residues, and a high-pressure hot water wash, if necessary. Particular attention will be paid to joints, sprockets, and undercarriages. Each piece of equipment will be inspected after decontamination prior to removal from the Site. An inspection record will be maintained on Site. Each decontaminated piece of equipment leaving the Site will be recorded on the inspection record along with the name of the inspector.

Stored wastewater generated from equipment decontamination activities will be characterized prior to removal from the Site. The disposal characterization analyses of the wastewater will determine the appropriate disposal mode. The tank contents will be transferred to liquid waste transportable tankers as necessary and disposed of at an appropriate off-site facility. Following emptying of the wastewater tanks, the tank interiors will be decontaminated in an appropriate manner if they contained contaminated materials. Any decontamination wastewater generated will be collected and transported to appropriate off-site facilities for final disposition in accordance with all applicable State and Federal regulations.

5.1.4 DEMOBILIZATION OF COMMAND AREA FACILITIES AND UTILITIES DISCONNECTION

Final cleanup will involve cleaning the Site of all litter and trash and leaving the Site in a neat and orderly condition. Litter and trash resulting from the work will be disposed of at a non-hazardous landfill. The various utility services secured for the Site, namely electricity, telephone service, and sanitary facilities, will be disconnected or discontinued prior to final Site demobilization.

5.1.5 FINAL INSPECTION

Final inspections will be conducted to review the Site conditions at the conclusion of the Removal Action. The inspection will be conducted and attended by the USEPA OSC, or his designee. The purpose of the inspection is to determine whether all aspects of removal activities are complete. A punch list of items to be reviewed or addressed following the inspection will be developed. If deficiencies are found, the lead consultant will resolve deficiencies noted during the inspection and coordinate with the USEPA OSC or his designee for another inspection.

5.2 SECUREMENT OF SITE FOLLOWING REMOVAL ACTIVITIES

Once all removal activities have been completed and any punch list items have been resolved, the Site shall be secured by padlocking the Site entrances and boarding up the ground floor entrances to Site buildings. The Group's responsibility for Site security will then cease.

6.0 REPORTS

6.1 TRANSFER OF SITE OWNERSHIP OR CONTROL

In the event that ownership interest or control of the Site is expected to occur during the performance/completion of the RA activities, written notification **MUST** be provided to the new owner/operator at least 30 days prior to the change that the property is subject to this Draft AOC. Written notice must also be submitted to USEPA and the State of the proposed change, including the name and address of the new owner/operator.

The new owner/operator should also be made aware that they must comply with Sections IX and X of this Draft AOC related to Site Access and Access to Information, respectively. Additionally, the new owner/operator must be informed that they must follow the same notification procedures in the event of any subsequent change in ownership or Site control.

6.2 WEEKLY PROJECT STATUS REPORTS

Following the completion of the weekly Construction meetings, the lead consultant will prepare and distribute a weekly Project Status Update Reports. It should be noted that the Draft AOC does not require these reports.

At a minimum, these reports will present:

- A description of the actions which have taken place during the previous week;
- A summary of all sample analytical results and all other data received or generated during the week;
- Identification of all documents completed and submitted during the week;
- A description of all actions which are scheduled for the next week and beyond, as known/expected;
- Any pertinent/relevant information regarding the progress of removal activities;
- A summary of any Work Plan modifications proposed or approved;
- Any anticipated delays/difficulties and problems;
- A description of the overall status of the project schedule;
- Any new issues;
- All issues resolved; and

- A copy of the weekly photographs selected to depict the progress of the RA activities completed during the previous week.

The weekly Project Status Update Report will be distributed electronically to the members of the Group Technical Committee, the lead consultant project team, the OSC, the OSC's designee, and any other USEPA personnel as directed by the OSC. An electronic copy of these reports will be created monthly and stored in the off-site project files.

6.3 PROGRESS REPORTS

At a minimum, a written monthly Progress Report will be submitted to USEPA on behalf of the RRG/Clayton PRP Group. These reports will serve to document the completion of Site activities related to the RA and will be issued to comply with Section VIII, Condition 19.a. of the May 24, 2005, Draft AOC. Per Condition 19.a., the reports will be submitted on the 30-day anniversary of the approval date of the Work Plan by USEPA. Three copies of the Progress Reports will be submitted to USEPA in accordance with Condition 19.b. However, if requested by USEPA, the documents will be submitted electronically, also in accordance with Condition 19.b of the Draft AOC.

Issues to be discussed in the monthly reports include:

- All significant developments during the preceding period, including the actions performed and any problems encountered;
- Analytical data received during the reporting period;
- The developments anticipated during the next reporting period, including a schedule of actions to be performed and anticipated problems; and
- The planned resolutions of past or anticipated problems.

These monthly Progress Reports will continue to be prepared and distributed until all the RA activities have been completed, or unless otherwise directed by the OSC or his designee in writing.

6.4 FINAL REPORT

At the conclusion of the RA activities, a Final Report will be submitted to USEPA for review within 60 calendar days after the completion of all removal activities. This Final

Report will conform to the requirements of 40 CFR 300.165; the guidance presented in OSWER Directive No. 9360.3- 03 - "Superfund Removal Procedures: Removal Response Reporting POLREPS and OSC Reports," dated June 1, 1994; and the Draft AOC.

At a minimum, the Final Report will contain the following:

- A "Good Faith" estimate of total costs or a statement of actual costs incurred in completing the RA activities;
- A listing of quantities and types of materials removed off site or handled on site;
- A discussion of removal and disposal options considered for those materials;
- A listing of the ultimate destination(s) of those materials;
- A presentation of the analytical results of all sampling and analyses performed;
- Appendices containing all relevant documentation generated during the removal action (e.g., manifests, invoices, bills of lading, and contracts); and
- The following certification signed by a person who supervised or directed the preparation of that report:

"Under penalty of law, I certify that to the best of my knowledge, after appropriate inquiries of all relevant persons involved in the preparation of the report, the information submitted is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

The Final Report will include the start and completion dates of each removal activity. This Final Report will also include select Site photographs along with relevant information (date taken, subject of photograph, person taking the photograph) as an Attachment/Appendix. These photographs are intended to serve as a pictorial record of work progress, problems encountered and mitigation activities. To the extent practicable, notes will be made in the Site logbook detailing the photographs taken. Select annotated photographs will also be included with the monthly Progress Reports.

6.5 OFF-SITE SHIPMENT NOTIFICATIONS

Section VIII, Condition 21 of the Draft AOC requires that written notification must be provided whenever waste materials are sent from the Site for disposal at a facility outside of the State. This notification must be sent to the USEPA OSC or his designee and the appropriate state environmental official in the receiving facility's state unless the

total volume of all waste shipments of this type will not exceed ten (10) cubic yards (yd³).

At a minimum, the notification should contain:

- The name and location of the facility to which the Waste Material is to be shipped;
- The type and quantity of the Waste Material to be shipped;
- The expected schedule for the shipment of the Waste Material; and
- The method of transportation for the waste.

In the event of a major change in the shipment plan, such as a decision to ship the Waste Material to another facility within the same state or to a facility in another state, the state environmental official in the original receiving facility's state must be notified.

The names and locations of any disposal facility selected to receive waste from the RRG/Clayton Site should be provided to USEPA as soon as practicable after the selection of the facility. However, the facility information must be supplied to USEPA prior to shipping the waste materials to the disposal site.

All disposal facilities selected to receive Site wastes must be certified by USEPA to accept these materials.

7.0 PROJECT SCHEDULE

A proposed project schedule is presented in Figure 1.2. The schedule presents project tasks in a sequence that will expeditiously implement Site access and drum/container removal activities. The completion of this schedule is dependent upon weather, maintaining appropriate Site access, and receipt of requisite agency approvals. Also note that the overall project time will probably be lessened due to the likelihood of the Removal contractor performing tasks simultaneously to maximize crew utilization.

Activities to be completed during the Pre-mobilization Phase of the RA should be completed within 17 business days. This timetable is based on:

- 7 business days to complete the development of the RFQ packages and other Site documents;
- 1 day to distribute the RFQ packages;
- 7 days to receive response to the RFQ packages; and
- 2 days to evaluate the RFQ responses and notify the successful responders.

It is assumed that 3 business days will be needed for the successful bidders to mobilize the necessary personnel, supplies, and equipment needed for completion of the project tasks.

Seven business days are required to complete those activities defined for the Project Initiation Phase, unless an Asbestos Removal Action was required. If an asbestos removal is required, the mobilization of equipment, supplies, and personnel to complete the planned RA activities will be delayed by the time required to complete the asbestos removal tasks.

The activities associated with the removal of the surface waste, and the excavation of the near surface soils, including sampling and off-site shipment, are expected to require 69 days to complete. This estimate is based on the following assumptions:

- 7 days to complete Site preparation activities, including the construction of various Site features (establish Site command post area, decon areas/pads, and staging areas);
- 14 days to assemble the drummed wastes and complete preliminary waste segregation;
- 2 days to complete waste characterization sampling;

- 14 days to complete remedial activities for process equipment, ASTs and other storage vessels, and piping;
- 5 days to complete the excavation of near surface soils at 8 locations (SB-013-01, SB-013-05, SB-013-08, SB-013-11, SS-013-01, SS-013-03, SB-013-06, and SS-013-07);
- 2 days to collect confirmation samples from the 8 excavations and cordon off the excavations;
- 5 days to create the disposal/recycling waste groupings;
- 2 days to perform final solid waste assembly /consolidation activities;
- 2 days to consolidate, clean, and process RCRA empty containers for off-site disposal and/or recycling;
- 10 days to arrange disposal/recycling facilities for the solid wastes, excavated soils, and processed RCRA empty containers; and
- 6 days to complete miscellaneous unscheduled activities and to account for miscellaneous weather and/or project delays.

The lead consultant anticipates a total of 49 days to complete the performance of the Subsurface Removal and Site Demobilization activities. This is broken out into:

- 1 day to collect the 9 samples (SB-013-03, SB-013-04, SS-013-02, SS-013-04, SS-013-05, SS-013-08, SS-013-09, SS-013-10, and SS-013-11) required by the Near Surface Sampling Plan;
- 6 days to excavate the overburden soils in areas indicated by analytical results from impacted samples collected those samples collected at depth of greater than 3 feet;
- 3 days to collect confirmation samples from the 9 excavations discussed above, and cordon off the excavations;
- 15 days to perform paint test pit investigation, and excavation;
- 10 days to complete Site restoration activities at excavation areas;
- 3 days to remove Site features installed for RA activities;
- 3 days to complete equipment decontamination activities and removal of decontamination areas/pads;
- 3 days to complete the disconnection and/or demobilization of Site utilities and facilities; and
- 5 days to account for delays resulting from the completion of any unscheduled tasks and/or weather conditions.

TABLES

TABLE 4.1

GEOPROBE BORING LOCATION REFERENCE
DATE SAMPLED: JULY 5 - 7, 2001
RRG/CLAYTON CHEMICAL SITE
SAUGET, ST. CLAIR COUNTY, ILLINOIS

<i>Test Pit #</i>	<i>Sample Number</i>	<i>Sample Depth (ft. bgs)¹</i>	<i>Excavation</i>	<i>Overburden Sample</i>	<i>Analyte</i>
2	SB-013-01	0-4	Yes	No	PCBs ² , VOCs ³
2	SB-013-02	4-8	No	No	N/A
5	SB-013-03	4	No	Yes	PCBs, VOCs, SVOCs ⁴
4	SB-013-04	4	No	Yes	PCBs, VOCs
6	SB-013-05	0-4	Yes	No	VOCs
13	SB-013-06	0-4	No	No	N/A
14	SB-013-07	8-12	No	No	N/A
15	SB-013-08	0-4	Yes	No	PCBs, VOCs
16	SB-013-09	4-8	No	No	N/A
19	SB-013-10	8-12	No	No	N/A
20	SB-013-11	0-4	Yes	No	PCBs, VOCs

¹ ft. bgs - feet below ground surface

² PCBs - Polychlorinated biphenyls

³ VOCs - Volatile Organic Compounds

⁴ SVOCs - Semi-volatile organic compounds

TABLE 4.2

TEST PIT SAMPLE LOCATION REFERENCE
DATE SAMPLED: JULY 5 - 7, 2001
RRG/CLAYTON CHEMICAL SITE
SAUGET, ST. CLAIR COUNTY, ILLINOIS

<i>Test Pit #</i>	<i>Sample Number</i>	<i>Sample Depth (ft. bgs)¹</i>	<i>Excavation</i>	<i>Overburden Sample</i>	<i>Analyte</i>
5	SS-013-01	1	Yes	No	Metals ² , PCBs ³ , VOCs ⁴
6	SS-013-02	5	No	Yes	Metals, PCBs, VOCs, SVOCs ⁵
13	SS-013-03	3	Yes	No	Metals, VOCs, SVOCs
24	SS-013-04	5	No	Yes	Metals, PCBs, Ignite ⁶ , VOCs, SVOCs
31	SS-013-05	5	No	Yes	Metals, PCBs, SVOCs
44	SS-013-06	3	Yes	No	Metals, PCBs, VOCs, SVOCs
47	SS-013-07	3	Yes	No	Metals, PCBs, Ignite, VOCs, SVOCs
50	SS-013-08	5	No	Yes	Metals, PCBs, Ignite, VOCs, SVOCs
54	SS-013-09	5	No	Yes	PCBs, SVOCs
55	SS-013-10	5	No	Yes	PCBs, SVOCs
59	SS-013-11	4	No	Yes	PCBs, Ignite, VOCs

¹ ft. bgs - feet below ground surface

² Metals - RCRA Metals

³ PCBs - Polychlorinated biphenyls

⁴ VOCs - Volatile Organic Compounds

⁵ SVOCs - Semi-volatile organic compounds

⁶ Ignite - Ignitability

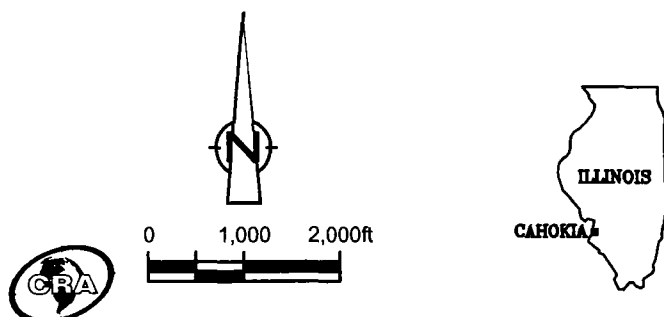
FIGURES



BASE SOURCE: USGS 7.5 MINUTE TOPOGRAPHIC QUADRANGLE;
CAHOKIA, IL-MO 1993

figure 1.1

SITE LOCATION
RRG CLAYTON CHEMICAL
Sauget, Illinois



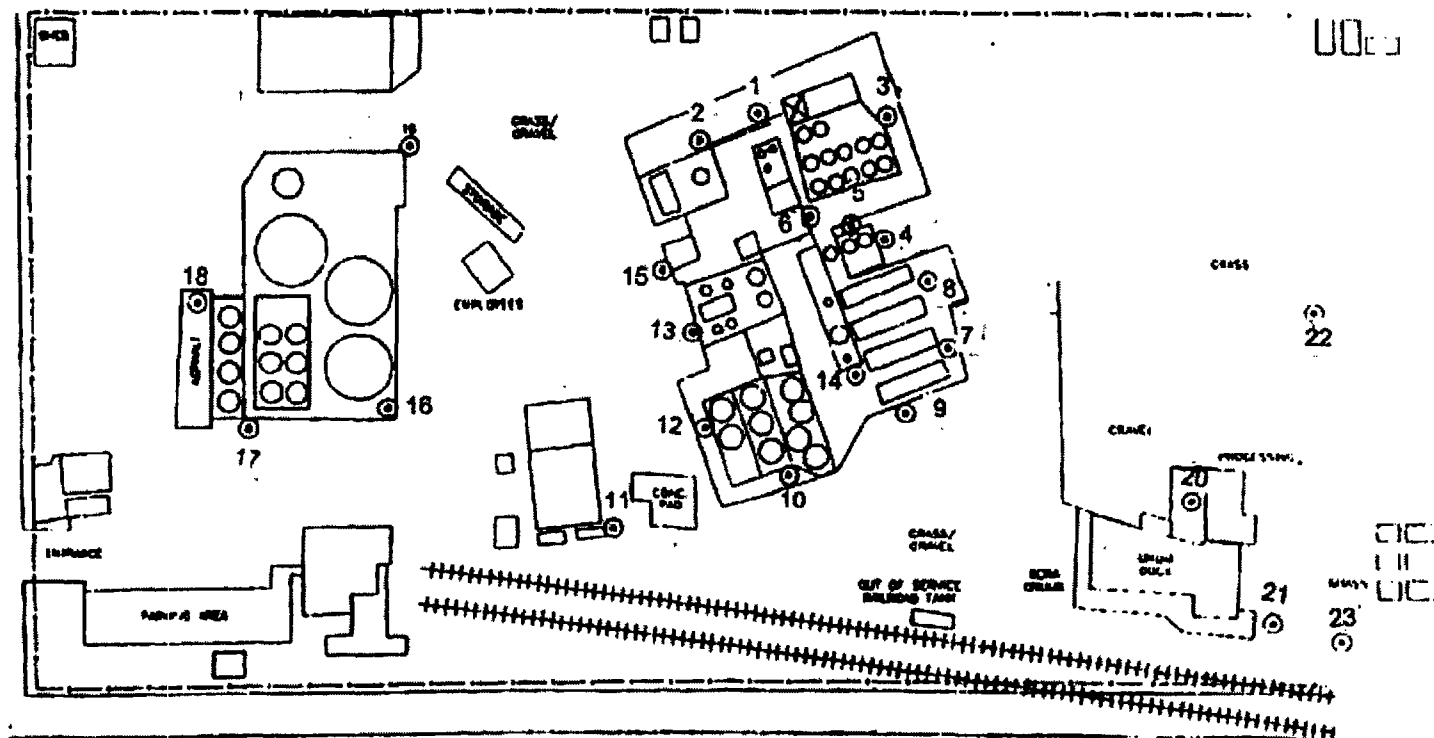


figure 4.1

GEOPROBE BOREHOLE LOCATION MAP
RRG CLAYTON CHEMICAL
Sauget, Illinois



NOT TO SCALE

- Overburden Soil Sample
- Preliminary Excavation Area

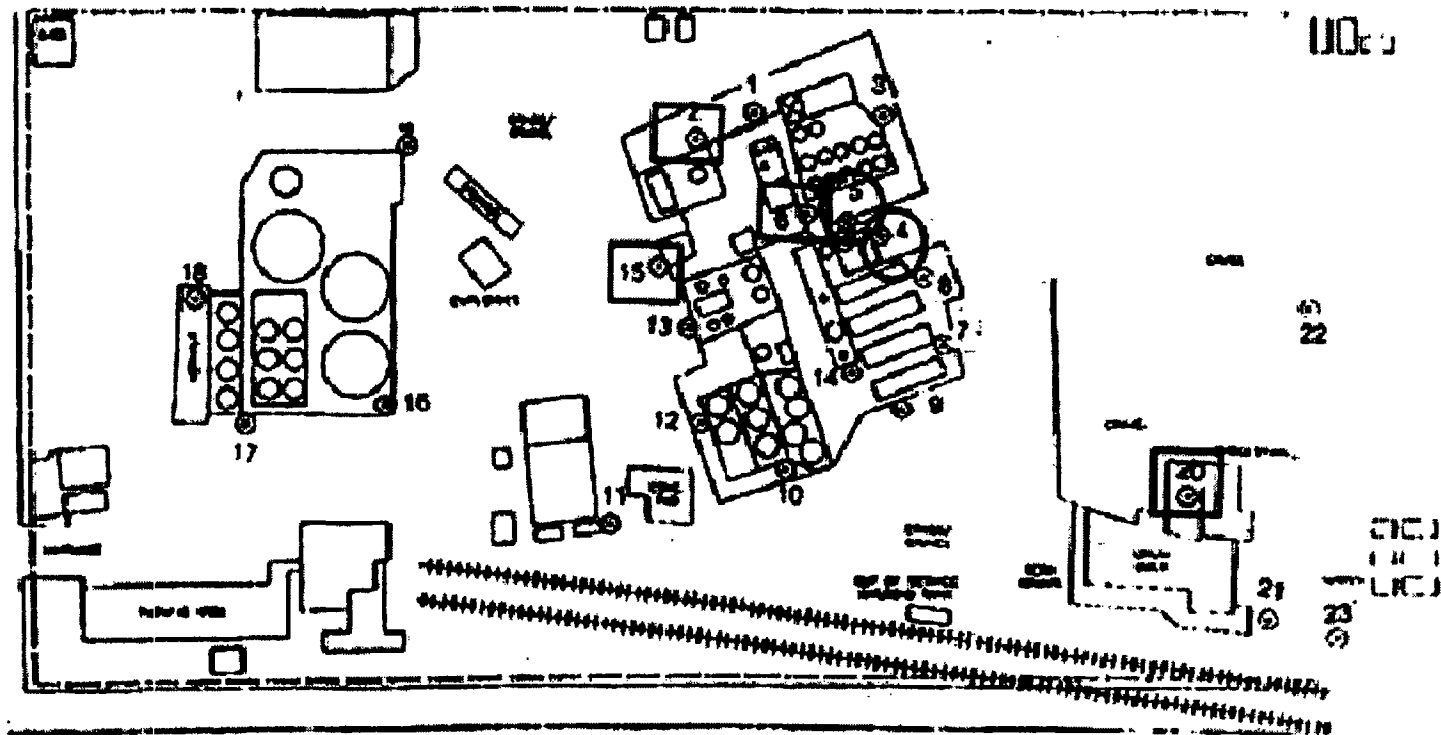


figure 4.3

PROPOSED EXCAVATION AREAS AND OVERBURDEN
SAMPLE LOCATIONS-GEOPROBE BORINGS
RRG CLAYTON CHEMICAL
Sauget, Illinois



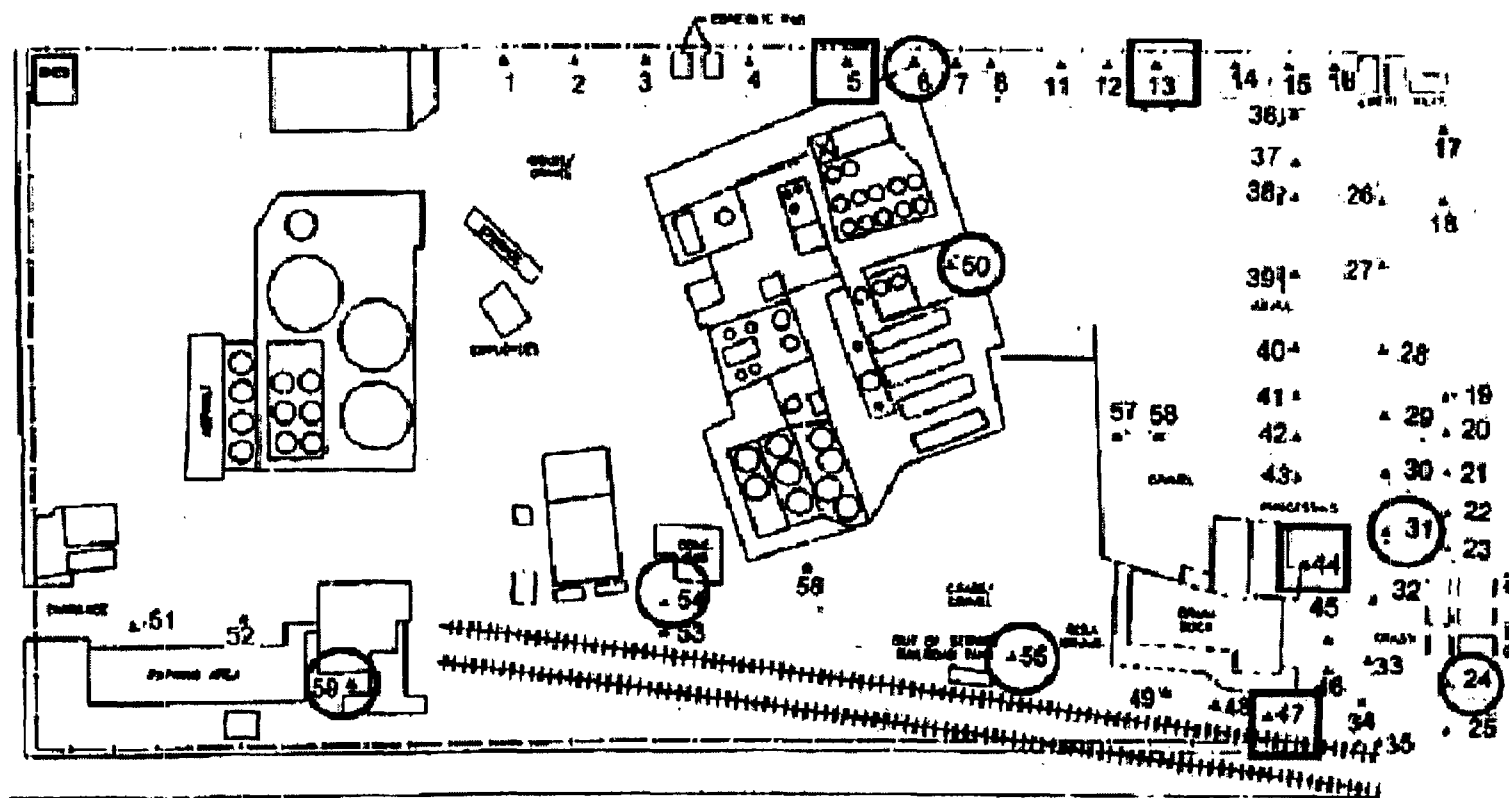
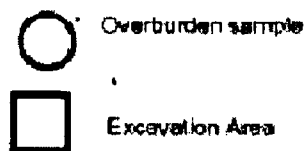
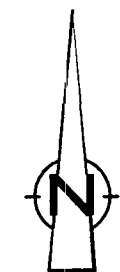


figure 4.4

PROPOSED EXCAVATION AREAS AND OVERBURDEN
SAMPLE LOCATIONS-TEST PITS
RRG CLAYTON CHEMICAL
Sauget, Illinois



NOT TO SCALE



APPENDIX A

DRAFT ADMINISTRATIVE ORDER OF CONSENT



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590

REPLY TO THE ATTENTION OF:

JUN 24 2005

RRG/Clayton Chemical Site

BY FACSIMILE AND CERTIFIED MAIL
RETURN RECEIPT REQUESTED

RRG/CLAYTON CHEMICAL SITE PRP Group
c/o: Margaret A. Coughlin, Esq.
Dickinson Wright, PLLC
38525 Woodward Ave.
Bloomfield Hills, MI 48304-2970

Re: RRG/ CLAYTON CHEMICAL SITE (soil removal) - New Draft Administrative Settlement Agreement on Consent

Dear Ms. Coughlin:

Enclosed is a proposed Administrative Settlement Agreement on Consent ("Agreement"), pursuant to Sections 104, 107 and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. §§ 9604, 9607 and 9622, by which the PRP Group would agree to undertake the removal actions determined by the United States Environmental Protection Agency ("U.S. EPA") to be necessary at the RRG/Clayton Chemical Site, in Sauget, Illinois. In addition, by signing the Agreement the PRP Group would agree to reimburse the United States for its costs of overseeing the removal actions performed under this Agreement. While the enclosed has not been approved by the official having the legal authority to bind the U.S. EPA, if the PRP Group executes the document, the undersigned and the On-Scene Coordinator for this Site will recommend that the Agency enter the Agreement in its present form.

If the PRP Group wishes to settle this matter on the terms contained in the enclosed Agreement, please have it executed by a duly authorized agent, and returned to me by no later than June 3, 2005. If you have any questions or concerns, please call me immediately. If the PRP Group is unwilling to enter into the Agreement as written, we would appreciate being so advised without delay, so that the agency may undertake an alternative approach to deal with the serious situation at the Site.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom Turner", is written over the word "Sincerely,".

Tom Turner
Assistant Regional Counsel

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5

IN THE MATTER OF:

RESOURCE RECOVERY GROUP/
CLAYTON CHEMICAL SITE
Sauget, Illinois

ADMINISTRATIVE SETTLEMENT
AGREEMENT AND ORDER ON
CONSENT FOR REMOVAL ACTION

Docket No. _____

Respondents:

Listed in Attachment A

Proceeding Under Sections 104, 107 and
122 of the Comprehensive Environmental
Response, Compensation, and Liability Act,
as amended, 42 U.S.C. §§ 9604, 9607 and
9622

DRAFT

TABLE OF CONTENTS

I.	JURISDICTION AND GENERAL PROVISIONS	2
II.	PARTIES BOUND	2
III.	DEFINITIONS	3
IV.	FINDINGS OF FACT	4
V.	CONCLUSIONS OF LAW AND DETERMINATIONS	6
VI.	AGREED AND ORDERED.....	9
VII.	DESIGNATION OF CONTRACTOR, PROJECT COORDINATOR, AND ON-SCENE COORDINATOR	9
VIII.	WORK TO BE PERFORMED	10
IX.	SITE ACCESS	15
X.	ACCESS TO INFORMATION	15
XI.	RECORD RETENTION	16
XII.	COMPLIANCE WITH OTHER LAWS	17
XIII.	EMERGENCY RESPONSE AND NOTIFICATION OF RELEASES	17
XIV.	AUTHORITY OF ON-SCENE COORDINATOR	18
XV.	PAYMENT OF RESPONSE COSTS	18
XVI.	DISPUTE RESOLUTION	20
XVII.	FORCE MAJEURE	21
XVIII.	STIPULATED PENALTIES	22
XIX.	COVENANTS BY U.S. EPA	24
XX.	RESERVATIONS OF RIGHTS BY U.S. EPA	25
XXI.	COVENANT NOT TO SUE BY RESPONDENTS	26
XXII.	OTHER CLAIMS	27
XXIII.	CONTRIBUTION PROTECTION AND RIGHTS	28
XXIV.	INDEMNIFICATION	28
XXV.	MODIFICATIONS	29
XXVI.	NOTICE OF COMPLETION OF WORK	29
XXVII.	SEVERABILITY/INTEGRATION/APPENDICES	30
XXVIII.	EFFECTIVE DATE	30

I. JURISDICTION AND GENERAL PROVISIONS

1. This Administrative Settlement Agreement and Order on Consent for Removal Action ("Settlement Agreement") is entered into voluntarily by the United States Environmental Protection Agency ("U.S. EPA"), Respondents, and the Settling Federal Agency. This Settlement Agreement provides for the performance of removal actions by Respondents and the reimbursement of certain response costs incurred by the United States at or in connection with the property located at One Mobile Avenue in Sauget, Illinois, the "Resource Recovery Group/Clayton Chemical Site" or the "Site."

1.1 This Settlement Agreement also provides for resolution of the claims of Respondents which have been or could have been asserted against the United States with regard to this Site as provided in this Settlement Agreement.

2. This Settlement Agreement is issued under the authority vested in the President of the United States by Sections 104a, 107, 122a, and 122h of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9604a, 9607, 9622a, and 9622h, as amended ("CERCLA"). This authority has been delegated to the Administrator of the U.S. EPA by Executive Order No. 12580, January 23, 1987, 52 Federal Register 2923, and further delegated to the Regional Administrators by U.S. EPA Delegation Nos. 14-14-C and 14-14-D, and to the Director, Superfund Division, Region 5, by Regional Delegation Nos. 14-14-C and 14-14-D.

3. U.S. EPA has notified the State of Illinois (the "State") of this action.

4. U.S. EPA, Respondents, and the Settling Federal Agency recognize that this Settlement Agreement has been negotiated in good faith and that the actions undertaken by Respondents and the Settling Federal Agency in accordance with this Settlement Agreement do not constitute an admission of any liability. Respondents and the Settling Federal Agency do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Settlement Agreement, the validity of the findings of facts, conclusions of law, and determinations in Sections IV and V of this Settlement Agreement. Respondents and the Settling Federal Agency agree to comply with and be bound by the terms of this Settlement Agreement and further agree that they will not contest the basis or validity of this Settlement Agreement or its terms.

II. PARTIES BOUND

5. This Settlement Agreement applies to and is binding upon U.S. EPA and the Settling Federal Agency and upon Respondents and their heirs, successors and assigns. Any change in ownership or corporate status of a Respondent including, but not limited to, any transfer of assets or real or personal property shall not alter such Respondent's responsibilities

under this Settlement Agreement.

6. Respondents are jointly and severally liable for carrying out all activities required by this Settlement Agreement. In the event of the insolvency or other failure of any one or more Respondents to implement the requirements of this Settlement Agreement, the remaining Respondents shall complete all such requirements.

7. Respondents shall ensure that their contractors, subcontractors, and representatives comply with this Settlement Agreement. Respondents shall be responsible for any noncompliance with this Settlement Agreement, other than requirements of the Settling Federal Agency.

III. DEFINITIONS

8. Unless otherwise expressly provided herein, terms used in this Agreement and Order that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meanings assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Settlement Agreement or in the appendices attached hereto and incorporated hereunder, the following definitions shall apply:

a. "Administrative Settlement Agreement" or "Settlement Agreement" shall mean this Settlement Agreement and all appendices attached hereto (listed in Section XXVII). In the event of conflict between this Settlement Agreement and any appendix, this Settlement Agreement shall control.

b. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601, *et seq.*

c. "Effective Date" shall be the effective date of this Settlement Agreement as provided in Section XXVIII.

d. "Future Response Costs" shall mean all costs, including direct and indirect costs, that the U.S. EPA incurs in reviewing or developing plans, reports and other items pursuant to this Settlement Agreement, verifying the Work, or otherwise implementing, overseeing, or enforcing this Settlement Agreement. Future Response Costs shall also include all costs, including direct and indirect costs, incurred prior to the Effective Date, but paid after that date.

e. "Interest" shall mean interest at the rate specified for interest on investments of the U.S. EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

f. "National Contingency Plan" or "NCP" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

g. "Parties" shall mean U.S. EPA, Respondents, and the Settling Federal Agency.

h. "Past Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs, that the U.S. EPA paid at or in connection with the Site beginning January 1, 2001 to the Effective Date of this Settlement Agreement.

i. "RCRA" shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. § 6901, *et seq.* (also known as the Resource Conservation and Recovery Act).

j. "Respondents" shall mean those Parties identified in Attachment A.

k. "Settling Federal Agency" shall mean the United States Environmental Protection Agency Region 7, including all of its components, which is resolving any claims which have been or could be asserted against it with regard to this Site as provided in this Settlement Agreement.

l. "Site" shall mean the Resource Recovery Group(RRG)/Clayton Chemical Superfund Site, encompassing approximately seven (7) acres, located at One Mobile Avenue in Sauget, Illinois, and depicted generally on the map attached as Attachment B.

m. "State" shall mean the State of Illinois.

n. "United States" shall mean the United States of America, including all of its departments, agencies, and instrumentalities, which includes without limitation EPA, the Settling Federal Agency and any federal natural resources trustee.

o. "U.S. EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.

p. "Waste Material" shall mean 1) any "hazardous substance" under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); 2) any pollutant or contaminant under Section 101(33) of CERCLA, 42 U.S.C. § 9601(33); 3) any "solid waste" under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27); and 4) any "hazardous material" under 415 ILCS 5/3.215.

q. "Work" shall mean all activities Respondents are required to perform under this Settlement Agreement.

IV. FINDINGS OF FACT

9. Based on available information, including the Administrative Record in this matter, U.S. EPA hereby finds that:

- a. The RRG/Clayton Chemical Site is located at 1 Mobile Avenue, Sauget, Illinois. The Site lies in a flood plain protected by a river levee. The Site is approximately seven acres in size and is located in a highly industrialized area. See map at Attachment B.
- b. Prior to 1961 the Site was owned by GM&O Railroad and the Site was used to repair and maintain railroad equipment.
- c. In 1961, Clayton Chemical Company leased the facility to recycle and recover used solvents and waste oil.
- d. On May 12th 1981, the Village of Sauget deeded the Site property to the Clayton Chemical Company. Clayton Chemical Company continued operating a waste oil and solvent recycling business from the Site. In November of 1996, Clayton Chemical Company discontinued operations at the Site.
- e. Between 1996 and 1998, the Site was operated as a waste oil and spent solvents recycling and recovery business by a new entity, the Resource Recovery Group (RRG).
- f. Illinois Environmental Protection Agency (IEPA) Resource Conservation and Recovery Act (RCRA) hazardous waste records reviewed by U.S. EPA indicated that between 1995 and 1998, the RRG/Clayton Chemical facility received hazardous substances for processing from or was owned or operated by, among others, the Respondents designated as Potentially Responsible Parties (PRPs) at the Site in the U.S. EPA, March 6, 2002, General Notice Letter.
- g. In 1998, IEPA denied the RCRA permit of RRG and the RRG/Clayton Chemical facility was not allowed to accept more hazardous waste. [NOTE: This language is vague - consider rewording, what does it mean that the facility "was not allowed to accept more hazardous waste"]
- h. The hazardous substances shipped to the Site (between 1995 and 1998) included caustics, corrosives, ignitable hazardous liquids and solids, solvents, acids, liquid fuels, and dry cleaning waste materials.
- i. During June 5-7, 2001, U.S. EPA conducted a site assessment at the Site. Twenty-two soil samples, and ten groundwater samples were taken during the site assessment. Sampling of some of the containerized liquids at the Site revealed that they still contained hazardous substances, including, but

not limited to, hazardous substances as described in the IEPA RCRA hazardous waste manifests for certain Respondents. The U.S. EPA site assessment indicated Site soil contamination based upon the release of the types of Hazardous Substances (or residual remainders) shipped by the previously mentioned Respondent generators.

- j. In Fall 2002, Mr. Dennis Ballinger of Dennis Ballinger Real Estate/Globe Tax Service, Decatur, IL, purchased a Sheriff's Tax Sale deed to the Site property in a St. Clair County (IL) tax sale.
- k. On October 8, 2002, U.S. EPA issued a CERCLA Section 106 Administrative Order on Consent (AOC) for removal of hazardous liquid substances stored in drums, tanks, containers and other vessels at the Site. The removal was performed by a PRP liquids removal group composed of the Respondents identified in subparagraph f. The PRP liquids removal group performed the removal between 2002 and 2004.
- l. Pursuant to the October 2002 AOC, the PRP liquids removal group also researched all available Site records and additional IEPA records and created an August 2004 PRP waste report for the present soil removal action. Records from on-Site and further IEPA waste shipment records (for 1987 to 1998), and 2002 St. Clair county tax records, revealed that the Respondents identified in subparagraphs f and j sent waste to or maintained an ownership or operational interest in the Site facility. The August 2004 PRP waste report was reviewed by U.S. EPA and developed into the November 2004 list of Respondents that received CERCLA General Notice Letters for the present soil removal action.
- m. On November 22, 2004 and February 15, 2005, U.S. EPA issued General Notice letters to Respondents identified as generator or owner/operator PRPs (as described in subparagraphs "j" and "l") for the hazardous soil removal planned for the Site. (See Attachment C).

V. CONCLUSIONS OF LAW AND DETERMINATIONS

10. Based on the Findings of Fact set forth above, and the Administrative Record supporting this removal action, U.S. EPA has determined that:

- a. The RRG/Clayton Chemical Site is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).
- b. The contamination found at the Site, as identified in the Findings of Fact above, includes "hazardous substances" as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).

- c. Each Respondent and the Settling Federal Agency is a "person" as defined by Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).
- d. Each Respondent is a responsible party under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and is jointly and severally liable for performance of the response action and for response costs incurred and to be incurred at the Site. The Respondents identified in Attachment A and the Settling Federal Agency, among others, arranged for treatment or disposal, or transported for treatment or disposal, hazardous substances at the RRG/Clayton Chemical Site. RRG and Clayton Chemical Company, as well as Mr. Dennis Ballinger, are or were the owners or operators of the Site at the time of release or threatened release. Each Respondent and the Settling Federal Agency therefore may be liable under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), as "arrangers" at, or as "owners/operators" of, the RRG/Clayton Chemical Site, as defined by Section 101(20) of CERCLA, 42 U.S.C. § 9601(20).
- e. The conditions described in the Findings of Fact above constitute an actual or threatened "release" of a hazardous substance from the facility into the "environment" as defined by Sections 101(22) and 101(8) of CERCLA, 42 U.S.C. §§ 9601(22) and 9601(8).
- f. The conditions present at the Site constitute a threat to public health, welfare, or the environment based upon the factors set forth in Section 300.415(b)(2) of the National Oil and Hazardous Substances Pollution Contingency Plan, as amended ("NCP"), 40 CFR §300.415(b)(2). These factors include, but are not limited to, the following:
 - i. Actual or potential exposure to nearby human populations, animals, or the food chain from hazardous substances, pollutants or contaminants; this factor is present at the Site due to the existence of RCRA metals, lead, chromium, arsenic in the soil, PCBs in the soil, and historic leakage from containerized hazardous and ignitable materials into the soil of the Site.

The Site Assessment revealed several areas where bulk waste was dumped directly into the ground. During the Site Assessment, 59 test pits were dug throughout the property.

The laboratory analytical results for both soil and groundwater, as stated above, further documented that actual releases to the environment have occurred.

- ii. Actual or potential contamination of drinking water supplies or sensitive ecosystems; this factor is present at the Site due to the existence of porous sandy area soils that are suitable for run-off and could move contaminants to groundwater or drinking water.
- iii. Hazardous substances or pollutants or contaminants in drums, barrels, tanks, or other bulk storage containers, that may pose a threat of release; this factor is present at the Site due to the existence of ignitable and hazardous solid waste materials, and in some cases leaking, insecure or deteriorated containment units.
- iv. High levels of hazardous substances or pollutants or contaminants in soils largely at or near the surface, that may migrate; this factor is present at the Site due to the existence of RCRA metals, ignitable compounds and PCBs in Site soils.

Analytical results indicated that both surface and subsurface soils at the RRG/Clayton Chemical site have been impacted by elevated concentrations of various heavy metals, PCBs, and ignitable compounds. The contamination exists on the ground surface where it may easily migrate via surface water runoff or become airborne. Although an extensive geological study of the site has not been performed, area soils appear to be of a porous, sandy nature, which would facilitate contamination migration to groundwater.

- v. Weather conditions that may cause hazardous substances or pollutants or contaminants to migrate or be released; this factor is present at the Site due to the existence of the potential for heavy rains and large-scale area flooding in the Mississippi River flood plain.

The Site Assessment documented that surface contamination could migrate off site via heavy rains, flooding or severe winds. Heavy rains may cause further migration of contaminants off site. Winds could cause dust particles containing heavy metals and PCBs to migrate off site. These weather conditions could result in a continued release of the hazardous wastes described herein to the surrounding soil, air and surface water.

- vi. Threat of fire or explosion; this factor is present at the Site due to the existence of leaking and ignitable RCRA hazardous waste

materials in solid form, ignitable soil compounds, and the potential for severe wind storms or tornados.

- vii. The unavailability of other appropriate federal or state response mechanisms to respond to the release; this factor supports the actions required by this Settlement Agreement at the Site because of the referral in February 2001 of the site from IEPA to U.S. EPA.

Illinois EPA requested U.S. EPA, Region 5, assistance with the RRG/Clayton Chemical site. The State of Illinois does not have the funds to undertake removal of the hazardous wastes and hazardous substances found at this site.

- g. The removal action required by this Settlement Agreement is necessary to protect the public health, welfare, or the environment, 42 U.S.C. § 9604(a)(1), and, if carried out in compliance with the terms of this Agreement, will be considered consistent with the NCP, 42 U.S.C. §§ 9604(a)(1) and 9622(a).

VI. AGREED AND ORDERED

Based upon the foregoing Findings of Fact, Conclusions of Law, Determinations, and the Administrative Record for this Site, it is hereby Agreed and Ordered that Respondents shall comply with all provisions of this Settlement Agreement, including, but not limited to, all attachments to this Settlement Agreement and all documents incorporated by reference into this Settlement Agreement.

VII. DESIGNATION OF CONTRACTOR, PROJECT COORDINATOR, AND ON-SCENE COORDINATOR

11. Respondents shall retain one or more contractors to perform the Work and shall notify U.S. EPA of the name and qualifications of each contractor within 5 business days of the Effective Date. Respondents shall also notify U.S. EPA of the name and qualifications of all other contractors or subcontractors retained to perform the Work at least 5 business days prior to commencement of such Work. U.S. EPA retains the right to disapprove of any or all of the contractors and/or subcontractors retained by Respondents. If U.S. EPA disapproves of a selected contractor, Respondents shall retain a different contractor and shall notify U.S. EPA of that contractor's name and qualifications within 3 business days of U.S. EPA's disapproval. The contractor must demonstrate compliance with ANSI/ASQC E-4-1994, "Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs" (American National Standard, January 5, 1995), by submitting a copy of the proposed contractor's Quality Management Plan ("QMP"). The QMP should be prepared consistent with "EPA Requirements for Quality Management Plans (QA/R-2)" (EPA/240/B0-

1/002), or equivalent documentation as required by U.S. EPA.

12. Within 5 business days after the Effective Date, Respondents shall designate a Project Coordinator who shall be responsible for administration of all actions by Respondents required by this Settlement Agreement and shall submit to U.S. EPA the designated Project Coordinator's name, address, telephone number, and qualifications. To the greatest extent possible, the Project Coordinator shall be present on Site or readily available during Site work. U.S. EPA retains the right to disapprove of the designated Project Coordinator. If U.S. EPA disapproves of the designated Project Coordinator, Respondents shall retain a different Project Coordinator and shall notify U.S. EPA of that person's name, address, telephone number, and qualifications within 4 business days following U.S. EPA's disapproval. Receipt by Respondents' Project Coordinator of any notice or communication from U.S. EPA relating to this Settlement Agreement shall constitute receipt by all Respondents.

13. U.S. EPA has designated Kevin Turner of the Emergency Response Branch, Region 5, as its On-Scene Coordinator ("OSC"). Except as otherwise provided in this Settlement Agreement, Respondents shall direct all submissions required by this Settlement Agreement to the OSC at 8588 Rt. 148, Marion, IL 62959. All Respondents are encouraged to make their submissions to U.S. EPA on recycled paper (which includes significant post-consumer waste paper content where possible) and using two-sided copies.

14. U.S. EPA and Respondents shall have the right, subject to Paragraph 12, to change their respective designated OSC or Project Coordinator. U.S. EPA shall notify the Respondents, and Respondents shall notify U.S. EPA, as early as possible before such a change is made, but in no case less than 24 hours before such a change. The initial notification may be made orally but it shall be promptly followed by a written notice.

VIII. WORK TO BE PERFORMED

15. Respondents shall perform, at a minimum, the following removal activities:

- a. Develop and implement a Site Health and Safety Plan, subject to paragraph 17 below, including an air monitoring plan and Site contingency plan;
- b. Develop and implement a Site security plan;
- c. Characterize, remove and properly dispose of hazardous substances and wastes (solids) located at the Site in accordance with U.S. EPA's Off-Site Rule (40 CFR 300.440). These solids may be found within the site boundaries in drums, tanks, buckets, pails, cans, bags or any other type of container;

d. Characterize, remove and properly dispose of hazardous substance and wastes (contaminated soils) located at the Site in accordance with U.S. EPA's Off-Site Rule (40 CFR 300.440). It is understood that some of the contaminated soils may be underneath above ground and below ground pipes, flow lines, process units or process unit pads. If needed, these pipes, flow lines and process units shall be properly drained of their contents and disassembled before the subsurface contamination is removed;

e. Backfill the excavated areas with clean material and topsoil. Restore and vegetate to prevent soil erosion.

The nature of this removal action, as well as the complete removal of all hazardous substances/waste from the RRG/Clayton Chemical Site, will eliminate the need for any post removal Site control as detailed in the provisions of Section 300.415(l) of the NCP.

16. Work Plan and Implementation.

a. Within 10 business days after the Effective Date, Respondents shall submit to U.S. EPA for approval a draft Work Plan for performing the removal action generally described in Paragraph 15 above. The draft Work Plan shall provide a description of, and an expeditious schedule for, the actions required by this Settlement Agreement.

b. U.S. EPA may approve, disapprove, require revisions to, or modify the draft Work Plan in whole or in part. If U.S. EPA requires revisions, Respondents shall submit a revised draft Work Plan within 7 business days of receipt of U.S. EPA's notification of the required revisions. Respondents shall implement the Work Plan as approved in writing by U.S. EPA in accordance with the schedule approved by U.S. EPA. Once approved, or approved with modifications, the Work Plan, the schedule, and any subsequent modifications shall be incorporated into and become fully enforceable under this Settlement Agreement.

c. Respondents shall not commence any Work except in conformance with the terms of this Settlement Agreement. Respondents shall not commence implementation of the Work Plan developed hereunder until receiving written U.S. EPA approval pursuant to Paragraph 16(b).

17. Health and Safety Plan. Within 10 business days after the Effective Date, Respondents shall submit for U.S. EPA review and comment a plan that ensures the protection of the public health and safety during performance of on-Site work under this Settlement Agreement. This plan shall be prepared consistent with U.S. EPA's Standard Operating Safety

Guide (PUB 9285.1-03, PB 92-963414, June 1992). In addition, the plan shall comply with all currently applicable Occupational Safety and Health Administration ("OSHA") regulations found at 29 C.F.R. Part 1910. If U.S. EPA determines that it is appropriate, the plan shall also include contingency planning. Respondents shall incorporate all changes to the plan recommended by U.S. EPA and shall implement the plan during the pendency of the removal action.

18. Quality Assurance and Sampling.

a. All sampling and analyses performed pursuant to this Settlement Agreement shall conform to U.S. EPA direction, approval, and guidance regarding sampling, quality assurance/quality control ("QA/QC"), data validation, and chain of custody procedures. Respondents shall ensure that the laboratory used to perform the analyses participates in a QA/QC program that complies with the appropriate U.S. EPA guidance. Respondents shall follow, as appropriate, "Quality Assurance/Quality Control Guidance for Removal Activities: Sampling QA/QC Plan and Data Validation Procedures" (OSWER Directive No. 9360.4-01, April 1, 1990), as guidance for QA/QC and sampling. Respondents shall only use laboratories that have a documented Quality System that complies with ANSI/ASQC E-4 1994, "Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs" (American National Standard, January 5, 1995), and "EPA Requirements for Quality Management Plans (QA/R-2) (EPA/240/B-01/002, March 2001)," or equivalent documentation as determined by U.S. EPA. U.S. EPA may consider laboratories accredited under the National Environmental Laboratory Accreditation Program ("NELAP") as meeting the Quality System requirements.

b. Upon request by U.S. EPA, Respondents shall have such a laboratory analyze samples submitted by U.S. EPA for QA monitoring. Respondents shall provide to U.S. EPA the QA/QC procedures followed by all sampling teams and laboratories performing data collection and/or analysis.

c. Upon request by U.S. EPA, Respondents shall allow U.S. EPA or its authorized representatives to take split and/or duplicate samples. Respondents shall notify U.S. EPA not less than 3 business days in advance of any sample collection activity, unless shorter notice is agreed to by U.S. EPA. U.S. EPA shall have the right to take any additional samples that U.S. EPA deems necessary. Upon request, U.S. EPA shall allow Respondents to take split or duplicate samples of any samples it takes as part of its oversight of Respondents' implementation of the Work.

19. Reporting.

- a. Respondents shall submit a written progress report to U.S. EPA concerning actions undertaken pursuant to this Settlement Agreement every 30th day after the date of receipt of U.S. EPA's approval of the Work Plan until termination of this Settlement Agreement, unless otherwise directed in writing by the OSC. These reports shall describe all significant developments during the preceding period, including the actions performed and any problems encountered, analytical data received during the reporting period, and the developments anticipated during the next reporting period, including a schedule of actions to be performed, anticipated problems, and planned resolutions of past or anticipated problems.
- b. Respondents shall submit 3 copies of all plans, reports or other submissions required by this Settlement Agreement, or any approved work plan. Upon request by U.S. EPA, Respondents shall submit such documents in electronic form.
- c. Respondents who own or control property at the Site shall, at least 30 days prior to the conveyance of any interest in real property at the Site, give written notice to the transferee that the property is subject to this Settlement Agreement and written notice to U.S. EPA and the State of the proposed conveyance, including the name and address of the transferee. Respondents who own or control property at the Site also agree to require that their successors comply with the immediately preceding sentence and Sections IX (Site Access) and X (Access to Information).

20. Final Report. Within 60 calendar days after completion of all Work required by Section VIII of this Settlement Agreement, Respondents shall submit for U.S. EPA review a final report summarizing the actions taken to comply with this Settlement Agreement. The final report shall conform, at a minimum, with the requirements set forth in Section 300.165 of the NCP entitled "OSC Reports" and with the guidance set forth in "Superfund Removal Procedures: Removal Response Reporting - POLREPS and OSC Reports" (OSWER Directive No. 9360.3-03, June 1, 1994). The final report shall include a good faith estimate of total costs or a statement of actual costs incurred in complying with the Settlement Agreement, a listing of quantities and types of materials removed off-Site or handled on-Site, a discussion of removal and disposal options considered for those materials, a listing of the ultimate destination(s) of those materials, a presentation of the analytical results of all sampling and analyses performed, and accompanying appendices containing all relevant documentation generated during the removal action (e.g., manifests, invoices, bills, contracts, and permits). The final report shall also include the following certification signed by a person who supervised or directed the preparation of that report:

"Under penalty of law, I certify that to the best of my knowledge, after appropriate inquiries of all relevant persons involved in the preparation of the report, the information submitted is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

21. Off-Site Shipments.

a. Respondents shall, prior to any off-Site shipment of Waste Material from the Site to an out-of-state waste management facility, provide written notification of such shipment of Waste Material to the appropriate state environmental official in the receiving facility's state and to the On-Scene Coordinator. However, this notification requirement shall not apply to any off-Site shipments when the total volume of all such shipments will not exceed 10 cubic yards.

i. Respondents shall include in the written notification the following information: 1) the name and location of the facility to which the Waste Material is to be shipped; 2) the type and quantity of the Waste Material to be shipped; 3) the expected schedule for the shipment of the Waste Material; and 4) the method of transportation. Respondents shall notify the state in which the planned receiving facility is located of major changes in the shipment plan, such as a decision to ship the Waste Material to another facility within the same state, or to a facility in another state.

ii. The identity of the receiving facility and state will be determined by Respondents following the award of the contract for the removal action. Respondents shall provide the information required by Paragraph 21(a) and (b) as soon as practicable after the award of the contract and before the Waste Material is actually shipped.

b. Before shipping any hazardous substances, pollutants, or contaminants from the Site to an off-site location, Respondents shall obtain U.S. EPA's certification that the proposed receiving facility is operating in compliance with the requirements of CERCLA Section 121(d)(3), 42 U.S.C. § 9621(d)(3), and 40 C.F.R. § 300.440. Respondents shall only send hazardous substances, pollutants, or contaminants from the Site to an off-site facility that complies with the requirements of the statutory provision and regulation cited in the preceding sentence.

IX. SITE ACCESS

22. If the Site, or any other property where access is needed to implement this Settlement Agreement, is owned or controlled by any of the Respondents, such Respondents shall, commencing on the Effective Date, provide U.S. EPA, the State, and their representatives, including contractors, with access at all reasonable times to the Site, or such other property, for the purpose of conducting any activity related to this Settlement Agreement.

23. Where any action under this Settlement Agreement is to be performed in areas owned by or in possession of someone other than Respondents, Respondents shall use their best efforts to obtain all necessary access agreements within 10 business days after the Effective Date, or as otherwise specified in writing by the OSC. Respondents shall immediately notify U.S. EPA if after using their best efforts they are unable to obtain such agreements. For purposes of this Paragraph, "best efforts" includes the payment of reasonable sums of money in consideration of access. Respondents shall describe in writing their efforts to obtain access. U.S. EPA may then assist Respondents in gaining access, to the extent necessary to effectuate the response actions described herein, using such means as U.S. EPA deems appropriate. Respondents shall reimburse U.S. EPA for all costs and attorney's fees incurred by the United States in obtaining such access, in accordance with the procedures in Section XV (Payment of Response Costs).

24. Notwithstanding any provision of this Settlement Agreement, U.S. EPA and the State retain all of their access authorities and rights, including enforcement authorities related thereto, under CERCLA, RCRA, and any other applicable statutes or regulations.

X. ACCESS TO INFORMATION

25. Respondents shall provide to U.S. EPA, upon request, copies of all documents and information within their possession or control or that of their contractors or agents relating to activities at the Site or to the implementation of this Settlement Agreement, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to the Work. Respondents shall also make available to U.S. EPA, for purposes of investigation, information gathering, or testimony, their employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work.

26. Respondents may assert business confidentiality claims covering part or all of the documents or information submitted to U.S. EPA under this Settlement Agreement to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. § 2.203(b). Documents or information determined to be confidential by U.S. EPA will be afforded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies documents or information when they are submitted to U.S. EPA, or if U.S. EPA has notified Respondents that the documents or information are not confidential

under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2, Subpart B, the public may be given access to such documents or information without further notice to Respondents.

27. Respondents may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If the Respondents assert such a privilege in lieu of providing documents, they shall provide U.S. EPA with the following: 1) the title of the document, record, or information; 2) the date of the document, record, or information; 3) the name and title of the author of the document, record, or information; 4) the name and title of each addressee and recipient; 5) a description of the contents of the document, record, or information; and 6) the privilege asserted by Respondents. However, no documents, reports or other information created or generated pursuant to the requirements of this Settlement Agreement shall be withheld on the grounds that they are privileged.

28. No claim of confidentiality shall be made with respect to any data, including, but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, or engineering data, or any other documents or information evidencing conditions at or around the Site.

XI. RECORD RETENTION

29. Until 6 years after Respondents' receipt of U.S. EPA's notification pursuant to Section XXVI (Notice of Completion of Work), each Respondent shall preserve and retain all non-identical copies of records and documents (including records or documents in electronic form) now in its possession or control or which come into its possession or control that relate in any manner to the performance of the Work or the liability of any person under CERCLA with respect to the Site, regardless of any corporate retention policy to the contrary. Until 6 years after Respondents' receipt of U.S. EPA's notification pursuant to Section XXVI (Notice of Completion of Work), Respondents shall also instruct their contractors and agents to preserve all documents, records, and information of whatever kind, nature or description relating to performance of the Work.

30. At the conclusion of this document retention period, Respondents shall notify U.S. EPA at least 60 days prior to the destruction of any such records or documents, and, upon request by U.S. EPA, Respondents shall deliver any such records or documents to U.S. EPA. Respondents may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Respondents assert such a privilege, they shall provide U.S. EPA with the following: 1) the title of the document, record, or information; 2) the date of the document, record, or information; 3) the name and title of the author of the document, record, or information; 4) the name and title of each addressee and recipient; 5) a description of the subject of the document, record, or information; and 6) the privilege asserted by Respondents. However, no documents, reports or other information created or generated pursuant to the requirements of this Settlement Agreement

shall be withheld on the grounds that they are privileged.

31. Each Respondent hereby certifies individually that to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents or other information (other than identical copies) relating to its potential liability regarding the Site since notification of potential liability by U.S. EPA or the State or the filing of suit against it regarding the Site and that it has fully complied and will fully comply with any and all U.S. EPA requests for information pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927.

31.1. The United States acknowledges that the Settling Federal Agency (1) is subject to all applicable Federal record retention laws, regulations, and policies; and (2) has certified that it has fully complied with any and all EPA requests for information pursuant to Section 104(e) and 122(e) of CERCLA, 42 U.S.C. 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. 6927.

XII. COMPLIANCE WITH OTHER LAWS

32. Respondents shall perform all actions required pursuant to this Settlement Agreement in accordance with all applicable local, state, and federal laws and regulations except as provided in Section 121(e) of CERCLA, 42 U.S.C. § 6921(e), and 40 C.F.R. §§ 300.400(e) and 300.415(j). In accordance with 40 C.F.R. § 300.415(j), all on-Site actions required pursuant to this Settlement Agreement shall, to the extent practicable, as determined by U.S. EPA, considering the exigencies of the situation, attain applicable or relevant and appropriate requirements ("ARARs") under federal environmental or state environmental or facility siting laws. Respondents shall identify ARARs in the Work Plan subject to U.S. EPA approval.

XIII. EMERGENCY RESPONSE AND NOTIFICATION OF RELEASES

33. In the event of any action or occurrence during performance of the Work which causes or threatens a release of Waste Material from the Site that constitutes an emergency situation or may present an immediate threat to public health or welfare or the environment, Respondents shall immediately take all appropriate action. Respondents shall take these actions in accordance with all applicable provisions of this Settlement Agreement, including, but not limited to, the Health and Safety Plan, in order to prevent, abate or minimize such release or endangerment caused or threatened by the release. Respondents shall also immediately notify the OSC or, in the event of his/her unavailability, the Regional Duty Officer, Emergency Response Branch, Region 5 at (312) 353-2318, of the incident or Site conditions. In the event that Respondents fail to take appropriate response action as required by this Paragraph, and U.S. EPA takes such action instead, Respondents shall reimburse U.S. EPA all costs of the response action not inconsistent with the NCP pursuant to Section XV (Payment of Response Costs).

34. In addition, in the event of any release of a hazardous substance from the Site, Respondents shall immediately notify the OSC at (312) 353-2318 and the National Response Center at (800) 424-8802. Respondents shall submit a written report to U.S. EPA within 7 business days after each release, setting forth the events that occurred and the measures taken or to be taken to mitigate any release or endangerment caused or threatened by the release and to prevent the reoccurrence of such a release. This reporting requirement is in addition to, and not in lieu of, reporting under Section 103(c) of CERCLA, 42 U.S.C. § 9603(c), and Section 304 of the Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. § 11004, *et seq.*

XIV. AUTHORITY OF ON-SCENE COORDINATOR

35. The OSC shall be responsible for overseeing Respondents' implementation of this Settlement Agreement. The OSC shall have the authority vested in an OSC by the NCP, including the authority to halt, conduct, or direct any Work required by this Settlement Agreement, or to direct any other removal action undertaken at the Site. Absence of the OSC from the Site shall not be cause for stoppage of work unless specifically directed by the OSC.

XV. PAYMENT OF RESPONSE COSTS

36. Payment for Past Response Costs.

a. Within 30 days of receipt of U.S. EPA's bill for Past Response Costs, Respondents shall pay to U.S. EPA all Past Response Costs. Payment shall be made to U.S. EPA by Electronic Funds Transfer ("EFT") in accordance with current EFT procedures to be provided to Respondents by U.S. EPA Region 5, and shall be accompanied by a statement identifying the name and address of every party making payment, the Site name, and Site/Spill ID Number B5X4, and the U.S. EPA docket number for this action.

b. At the time of payment, Respondents shall send notice that such payment has been made to the Director, Superfund Division, U.S. EPA Region 5, 77 West Jackson Blvd., Chicago, Illinois, 60604-3590 and to Tom Turner, Assistant Regional Counsel, 77 West Jackson Boulevard, C-14J, Chicago, Illinois, 60604-3590.

c. The total amount to be paid by Respondents pursuant to Paragraph 36(a) shall be deposited in the Resource Recovery Group/Clayton Chemical Site Special Account within the U.S. EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by U.S. EPA to the U.S. EPA Hazardous Substance Superfund.

37. Payments for Future Response Costs.

a. Respondents shall pay U.S. EPA all Future Response Costs not inconsistent with the NCP. On a periodic basis, U.S. EPA will send Respondents a bill requiring payment that consists of an Itemized Cost Summary. Respondents shall make all payments within 30 calendar days of receipt of each bill requiring payment, except as otherwise provided in Paragraph 39 of this Settlement Agreement.

b. Respondents shall make all payments required by this Paragraph by Electronic Funds Transfer ("EFT") in accordance with current EFT procedures to be provided to Respondents by U.S. EPA Region 5, and shall be accompanied by a statement identifying the name and address of every party making payment, the Site name, and Site/Spill ID Number B5X4, and the U.S. EPA docket number for this action.

c. At the time of payment, Respondents shall send notice that payment has been made to the Director, Superfund Division, U.S. EPA Region 5, 77 West Jackson Blvd., Chicago, Illinois, 60604-3590 and to Tom Turner, Assistant Regional Counsel, 77 West Jackson Boulevard, C-14J, Chicago, Illinois, 60604-3590.

d. The total amount to be paid by Respondents pursuant to Paragraph 37(a) shall be deposited in the Resource Recovery Group/Clayton Chemical Site Special Account within the U.S. EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by U.S. EPA to the U.S. EPA Hazardous Substance Superfund.

38. In the event that the payment for Past Response Costs is not made within 30 days of the Respondents' receipt of the bill, or the payments for Future Response Costs are not made within 30 days of Respondents' receipt of a bill, Respondents shall pay Interest on the unpaid balance. The Interest on Past and Future Response Costs shall begin to accrue on the date of the bill and shall continue to accrue until the date of payment. Payments of Interest made under this Paragraph shall be in addition to such other remedies or sanctions available to the United States by virtue of Respondents' failure to make timely payments under this Section, including but not limited to, payment of stipulated penalties pursuant to Section XVIII.

39. Respondents may dispute all or part of a bill for Future Response Costs submitted under this Settlement Agreement, only if Respondents allege that U.S. EPA has made an accounting error, or if Respondents allege that a cost item is not consistent with the NCP. If any dispute over costs is resolved before payment is due, the amount due will be adjusted as necessary. If the dispute is not resolved before payment is due, Respondents shall pay the full amount of the uncontested costs to U.S. EPA as specified in Paragraph 37 on or before the due date. Within the same time period, Respondents shall pay the full amount of the contested costs into an interest-bearing escrow account. Respondents shall simultaneously transmit a copy of both checks to the persons listed in Paragraph 37(c) above. Respondents shall ensure that the prevailing party or

parties in the dispute shall receive the amount upon which they prevailed from the escrow funds plus interest within 20 calendar days after the dispute is resolved.

39.1 As soon as reasonably practicable after the effective date of this Settlement Agreement [, and consistent with Subparagraph 39.1(a)(ii),] the United States, on behalf of the Settling Federal Agency, shall:

- a. (i) Pay to the RRG/Clayton Chemical Site Special Account \$_____, in reimbursement of Past Response Costs, and \$_____ in reimbursement of Future Response Costs [, which payment includes [a] Premium payment[s] for Future Response Costs].

(ii) If the payment to the RRG/Clayton Chemical Site Special required by this subparagraph is not made as soon as reasonably practicable, the appropriate EPA Regional Branch Chief may raise any issues relating to payment to the appropriate DOJ Assistant Section Chief for the Environmental Defense Section. In any event, if this payment is not made within 120 days after the effective date of this Settlement Agreement, EPA and DOJ have agreed to resolve the issue within 30 days in accordance with a letter agreement dated December 28, 1998.

- b. Pay to the Respondents \$_____ in reimbursement of the Respondents' past response costs and future response costs, in the form of a check or checks made payable to _____ and sent to _____, or by Electronic Funds Transfer in accordance with instructions provided by the Respondents.

39.2. In the event that payments required by Paragraph 39.1 are not made within (X) (X = private PRP payment period) days of the effective date of this Settlement Agreement, Interest on the unpaid balance shall be paid at the rate established pursuant to section 107(a) of CERCLA, 42 U.S.C. § 9607(a), commencing on the effective date of this Settlement Agreement and accruing through the date of the payment.

39.3. The Parties to this Settlement Agreement recognize and acknowledge that the payment obligations of the Settling Federal Agency under this Settlement Agreement can only be paid from appropriated funds legally available for such purpose. Nothing in this Settlement Agreement shall be interpreted or construed as a commitment or requirement that the Settling Federal Agency obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other applicable provision of law.

XVI. DISPUTE RESOLUTION

40. Unless otherwise expressly provided for in this Settlement Agreement, the dispute resolution procedures of this Section shall be the exclusive mechanism for resolving

disputes arising under this Settlement Agreement. The Parties shall attempt to resolve any disagreements concerning this Settlement Agreement expeditiously and informally.

41. If Respondents object to any U.S. EPA action taken pursuant to this Settlement Agreement, including billings for Future Response Costs, they shall notify U.S. EPA in writing of their objections within 10 calendar days of such action, unless the objections have been resolved informally. This written notice shall include a statement of the issues in dispute, the relevant facts upon which the dispute is based, all factual data, analysis or opinion supporting Respondents' position, and all supporting documentation on which such party relies. U.S. EPA shall submit its Statement of Position, including supporting documentation, no later than 10 calendar days after receipt of the written notice of dispute. In the event that these 10-day time periods for exchange of written documents may cause a delay in the work, they shall be shortened upon, and in accordance with, notice by U.S. EPA. The time periods for exchange of written documents relating to disputes over billings for response costs may be extended at the sole discretion of U.S. EPA. An administrative record of any dispute under this Section shall be maintained by U.S. EPA. The record shall include the written notification of such dispute, and the Statement of Position served pursuant to the preceding paragraph. Upon review of the administrative record, the Director of the Superfund Division, U.S. EPA Region 5, shall resolve the dispute consistent with the NCP and the terms of this Settlement Agreement.

42. Respondents' obligations under this Settlement Agreement shall not be tolled by submission of any objection for dispute resolution under this Section. Following resolution of the dispute, as provided by this Section, Respondents shall fulfill the requirement that was the subject of the dispute in accordance with the agreement reached or with U.S. EPA's decision, whichever occurs.

XVII. FORCE MAJEURE

43. Respondents agree to perform all requirements of this Settlement Agreement within the time limits established under this Settlement Agreement, unless the performance is delayed by a *force majeure*. For purposes of this Settlement Agreement, a *force majeure* is defined as any event arising from causes beyond the control of Respondents, or of any entity controlled by Respondents, including but not limited to their contractors and subcontractors, which delays or prevents performance of any obligation under this Settlement Agreement despite Respondents' best efforts to fulfill the obligation. *Force majeure* does not include financial inability to complete the Work or increased cost of performance.

44. If any event occurs or has occurred that may delay the performance of any obligation under this Settlement Agreement, whether or not caused by a *force majeure* event, Respondents shall notify U.S. EPA orally within 24 hours of when Respondents first knew that the event might cause a delay. Within 7 calendar days thereafter, Respondents shall provide to U.S. EPA in writing an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for

implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; Respondents' rationale for attributing such delay to a *force majeure* event if they intend to assert such a claim; and a statement as to whether, in the opinion of Respondents, such event may cause or contribute to an endangerment to public health, welfare or the environment. Failure to comply with the above requirements shall be grounds for U.S. EPA to deny Respondents an extension of time for performance. Respondents shall have the burden of demonstrating by a preponderance of the evidence that the event is a *force majeure*, that the delay is warranted under the circumstances, and that best efforts were exercised to avoid and mitigate the effects of the delay.

45. If U.S. EPA agrees that the delay or anticipated delay is attributable to a *force majeure* event, the time for performance of the obligations under this Settlement Agreement that are affected by the *force majeure* event will be extended by U.S. EPA for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the *force majeure* event shall not, of itself, extend the time for performance of any other obligation. If U.S. EPA does not agree that the delay or anticipated delay has been or will be caused by a *force majeure* event, U.S. EPA will notify Respondents in writing of its decision. If U.S. EPA agrees that the delay is attributable to a *force majeure* event, U.S. EPA will notify Respondents in writing of the length of the extension, if any, for performance of the obligations affected by the *force majeure* event.

XIII. STIPULATED PENALTIES

46. Respondents shall be liable to U.S. EPA for stipulated penalties in the amounts set forth in Paragraphs 47 and 48 for failure to comply with the requirements of this Settlement Agreement specified below, unless excused under Section XVIII (*Force Majeure*). "Compliance" by Respondents shall include completion of the activities under this Settlement Agreement or any work plan or other plan approved under this Settlement Agreement identified below in accordance with all applicable requirements of law, this Settlement Agreement, and any plans or other documents approved by U.S. EPA pursuant to this Settlement Agreement and within the specified time schedules established by and approved under this Settlement Agreement.

47. Stipulated Penalty Amounts - Work.

a. The following stipulated penalties shall accrue per violation per day for any noncompliance identified in Paragraph 47(b):

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$1000.00	1st through 14th day
\$5,000.00	15th through 30th day
\$10,000.00	31st day and beyond

b. Compliance Milestones

- i. Submittal of Work Plan
- ii. Confirmation of Site Access
- iii. Initiation of the Work
- iv. Completion of the Work

48. Stipulated Penalty Amounts - Reports. The following stipulated penalties shall accrue per violation per day for failure to submit timely or adequate reports and other written documents pursuant to Paragraphs 17, 19, and 20 of this Settlement Agreement:

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$500.00	1st through 14th day
\$1,000.00	15th through 30th day
\$5,000.00	31st day and beyond

49. All penalties shall begin to accrue on the day after the complete performance is due or the day a violation occurs, and shall continue to accrue through the final day of the correction of the noncompliance or completion of the activity. However, stipulated penalties shall not accrue: 1) with respect to a deficient submission under Section VIII (Work to be Performed), during the period, if any, beginning on the 31st day after U.S. EPA's receipt of such submission until the date that U.S. EPA notifies Respondents of any deficiency; and 2) with respect to a decision by the Director of the Superfund Division, Region 5, under Paragraph 41 of Section XVI (Dispute Resolution), during the period, if any, beginning on the 21st day after U.S. EPA submits its written statement of position until the date that the Director of the Superfund Division issues a final decision regarding such dispute. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Settlement Agreement.

50. Following U.S. EPA's determination that Respondents have failed to comply with a requirement of this Settlement Agreement, U.S. EPA may give Respondents written notification of the failure and describe the noncompliance. U.S. EPA may send Respondents a written demand for payment of the penalties. However, penalties shall accrue as provided in the preceding Paragraph regardless of whether U.S. EPA has notified Respondents of a violation.

51. All penalties accruing under this Section shall be due and payable to U.S. EPA within 30 days of Respondents' receipt from U.S. EPA of a demand for payment of the penalties, unless Respondents invoke the dispute resolution procedures under Section XVI (Dispute Resolution). All payments to U.S. EPA under this Section shall be paid by certified or cashier's check(s) made payable to "U.S. EPA Hazardous Substances Superfund," shall be mailed to U.S. Environmental Protection Agency, Program Accounting & Analysis Section, P.O. Box 70753, Chicago, Illinois 60673, shall indicate that the payment is for stipulated penalties, and shall reference the U.S. EPA Site/Spill ID Number B5X4, the U.S. EPA Docket Number, and the name

and address of the party(ies) making payment. Copies of check(s) paid pursuant to this Section, and any accompanying transmittal letters, shall be sent to U.S. EPA as provided in Paragraph 36(b).

52. The payment of penalties shall not alter in any way Respondents' obligation to complete performance of the Work required under this Settlement Agreement.

53. Penalties shall continue to accrue during any dispute resolution period, but need not be paid until 20 days after the dispute is resolved by agreement or by receipt of U.S. EPA's decision.

54. If Respondents fail to pay stipulated penalties when due, U.S. EPA may institute proceedings to collect the penalties, as well as Interest. Respondents shall pay Interest on the unpaid balance, which shall begin to accrue on the date of demand made pursuant to Paragraph 51. Nothing in this Settlement Agreement shall be construed as prohibiting, altering, or in any way limiting the ability of U.S. EPA to seek any other remedies or sanctions available by virtue of Respondents' violation of this Settlement Agreement or of the statutes and regulations upon which it is based, including, but not limited to, penalties pursuant to Section 122(f) of CERCLA, 42 U.S.C. § 9622(f), and punitive damages pursuant to Section 107(c)(3) of CERCLA, 42 U.S.C. § 9607(c)(3). Provided, however, that U.S. EPA shall not seek civil penalties pursuant to Section 122(f) of CERCLA or punitive damages pursuant to Section 107(c)(3) of CERCLA for any violation for which a stipulated penalty is provided herein, except in the case of a willful violation of this Settlement Agreement. Should Respondents violate this Settlement Agreement or any portion hereof, U.S. EPA may carry out the required actions unilaterally, pursuant to Section 104 of CERCLA, 42 U.S.C. §9604, and/or may seek judicial enforcement of this Settlement Agreement pursuant to Section 106a of CERCLA, 42 U.S.C. §9606a. Notwithstanding any other provision of this Section, U.S. EPA may, in its unreviewable discretion, waive in writing any portion of stipulated penalties that have accrued pursuant to this Settlement Agreement.

XIX. COVENANTS BY U.S. EPA

55. In consideration of the actions that will be performed and the payments that will be made by Respondents under the terms of this Settlement Agreement, except as otherwise specifically provided in this Settlement Agreement, U.S. EPA covenants not to sue or to take administrative action against Respondents pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), for the Work, Past Response Costs, and Future Response Costs. This covenant not to sue shall take effect upon receipt by U.S. EPA of the Past Response Costs due under Section XV of this Settlement Agreement and any Interest or Stipulated Penalties due for failure to pay Past Response Costs as required by Sections XV and XVIII of this Settlement Agreement. This covenant not to sue is conditioned upon the complete and satisfactory performance by Respondents of their obligations under this Settlement Agreement, including, but not limited to, Future Response Costs pursuant to Section XV. This covenant not to sue extends only to Respondents and does not extend to any other person.

55.1. Except as specifically provided in Section XX (Reservation of Rights by EPA), EPA covenants not to take administrative action against the Settling Federal Agency pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), for performance of the work and for recovery of past response costs and future response costs. With respect to present and future liability, this covenant shall take effect upon receipt by EPA of all payments required by Section VI (Payment of Response Costs). This covenant is conditioned upon the satisfactory performance by the Settling Federal Agency of its obligations under this Consent Agreement. This covenant extends only to the Settling Federal Agency and does not extend to any other person.

XX. RESERVATIONS OF RIGHTS BY U.S. EPA

56. Except as specifically provided in this Settlement Agreement, nothing herein shall limit the power and authority of U.S. EPA or the United States to take, direct, or order all actions necessary to protect public health, welfare, or the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances, pollutants or contaminants, or hazardous or solid waste on, at, or from the Site. Further, nothing herein shall prevent U.S. EPA from seeking legal or equitable relief to enforce the terms of this Settlement Agreement. U.S. EPA also reserves the right to take any other legal or equitable action as it deems appropriate and necessary, or to require the Respondents in the future to perform additional activities pursuant to CERCLA or any other applicable law.

57. The covenant set forth in Section XIX above do not pertain to any matters other than those expressly identified therein. U.S. EPA reserves, and this Settlement Agreement is without prejudice to, all rights against Respondents and the Settling Federal Agency with respect to all other matters, including, but not limited to:

- a. claims based on a failure by Respondents or the Settling Federal Agency to meet a requirement of this Settlement Agreement;
- b. liability for costs not included within the definitions of Past Response Costs or Future Response Costs;
- c. liability for performance of response action other than the Work;
- d. criminal liability;
- e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;
- f. liability arising from the past, present, or future disposal, release or threat of release of Waste Materials outside of the Site; and

- g. liability for costs incurred or to be incurred by the Agency for Toxic Substances and Disease Registry related to performance of the work and for recovery of past response costs and future response costs.

XXI. COVENANTS BY RESPONDENTS AND SETTLING FEDERAL AGENCY

58. Respondents covenant not to sue and Respondents and the Settling Federal Agency covenant and agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to the Work, Past Response Costs, Future Response Costs, or this Settlement Agreement, including, but not limited to:

- a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund established by 26 U.S.C. § 9507, based on Sections 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9607, 9611, 9612, or 9613, or any other provision of law;
- b. any claim arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the Illinois Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; or
- c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to the Site.

Except as provided in Paragraph 60 (Waiver of Claims), these covenants shall not apply in the event the United States brings a cause of action or issues an Agreement pursuant to the reservations set forth in Paragraph 57 (b), (c), and (e) - (g), but only to the extent that Respondents' claims arise from the same response action, response costs, or damages that the United States is seeking pursuant to the applicable reservation.

58.1. The Settling Federal Agency hereby agrees not to assert any direct or indirect claim for reimbursement from the Hazardous Substance Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507) through CERCLA Sections 106(b)(2), 107, 111, 112, 113 or any other provision of law with respect to the Site or this Consent Decree. This covenant does not preclude demand for reimbursement from the Superfund of costs incurred by the Settling Federal Agency in the performance of its duties (other than pursuant to this Settlement Agreement) as lead or support agency under the National Contingency Plan (40 C.F.R. Part 300).

59. Nothing in this Settlement Agreement shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

60. Respondents agree not to assert any claims and to waive all claims or causes of

action that they may have for all matters relating to the Site, including for contribution, against any person where the person's liability to Respondents with respect to the Site is based solely on having arranged for disposal or treatment, or for transport for disposal or treatment, of hazardous substances at the Site, or having accepted for transport for disposal or treatment of hazardous substances at the Site, if all or part of the disposal, treatment, or transport occurred before April 1, 2001, and the total amount of material containing hazardous substances contributed by such person to the Site was less than 110 gallons of liquid materials or 200 pounds of solid materials.

61. The waiver in Paragraph 60 shall not apply with respect to any defense, claim, or cause of action that a Respondent may have against any person meeting the above criteria if such person asserts a claim or cause of action relating to the Site against the Respondent. This waiver also shall not apply to any claim or cause of action against any person meeting the above criteria if U.S. EPA determines:

- a. that such person has failed to comply with any U.S. EPA requests for information or administrative subpoenas issued pursuant to Section 104(e) or 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) or 9622(e), or Section 3007 of the Solid Waste Disposal Act (also known as the Resource Conservation and Recovery Act or "RCRA"), 42 U.S.C. § 6972, or has impeded or is impeding, through action or inaction, the performance of a response action or natural resource restoration with respect to the Site, or has been convicted of a criminal violation for the conduct to which this waiver would apply and the conviction has not been vitiated on appeal or otherwise; or
- b. that the materials containing hazardous substances contributed to the Site by such person have contributed significantly, or could contribute significantly, either individually or in the aggregate, to the cost of response action or natural resource restoration at the Site.

XXII. OTHER CLAIMS

62. By issuance of this Settlement Agreement, the United States and U.S. EPA assume no liability for injuries or damages to persons or property resulting from any acts or omissions of Respondents. The United States or U.S. EPA shall not be deemed a party to any contract entered into by Respondents or their directors, officers, employees, agents, successors, representatives, assigns, contractors, or consultants in carrying out actions pursuant to this Settlement Agreement.

63. Except as expressly provided in Section XXI, Paragraphs 60 and 61 (*De Micromis and De Minimis* Waivers) and Section XIX (Covenants by U.S. EPA), nothing in this Settlement Agreement constitutes a satisfaction of or release from any claim or cause of action against Respondents or any person not a party to this Settlement Agreement, for any liability such person may have under CERCLA, other statutes, or common law, including but not limited to any claims of the United States for costs, damages and interest under Section 107 of CERCLA, 42

U.S.C. § 9607.

64. No action or decision by U.S. EPA pursuant to this Settlement Agreement shall give rise to any right to judicial review, except as set forth in Section 113(h) of CERCLA, 42 U.S.C. § 9613(h).

XXIII. CONTRIBUTION PROTECTION AND RIGHTS

65. The Parties agree that this Settlement Agreement constitutes an administrative settlement for purposes of Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and that Respondents and the Settling Federal Agency are entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), for "matters addressed" in this Settlement Agreement. The "matters addressed" in this Settlement Agreement are the Work, Past Response Costs, and Future Response Costs.

66. The Parties agree that this Settlement Agreement constitutes an administrative settlement for purposes of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B), pursuant to which Respondents and the Settling Federal Agency have resolved their liability to the United States for the Work, Past Response Costs, and Future Response Costs.

67. Except as provided in Section XXI of this Settlement Agreement (Covenants by Respondents), nothing in this Settlement Agreement precludes the United States or Respondents from asserting any claims, causes of action, or demands against any persons not parties to this Settlement Agreement for indemnification, contribution, or cost recovery. Nothing herein diminishes the right of the United States, pursuant to Sections 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2)-(3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that provide contribution protection to such persons.

XXIV. INDEMNIFICATION

68. Respondents shall indemnify, save and hold harmless the United States (with the exception of the Settling Federal Agency), its officials, agents, contractors, subcontractors, employees and representatives from any and all claims or causes of action arising from, or on account of, negligent or other wrongful acts or omissions of Respondents, their officers, directors, employees, agents, contractors, or subcontractors, in carrying out actions pursuant to this Settlement Agreement. In addition, Respondents agree to pay the United States (with the exception of the Settling Federal Agency) all costs incurred by the United States, including but not limited to attorneys fees and other expenses of litigation and settlement, arising from or on account of claims made against the United States based on negligent or other wrongful acts or omissions of Respondents, their officers, directors, employees, agents, contractors, subcontractors and any persons acting on their behalf or under their control, in carrying out activities pursuant to this Settlement Agreement. The United States shall not be held out as a party to any contract

entered into by or on behalf of Respondents in carrying out activities pursuant to this Settlement Agreement. Neither Respondents nor any such contractor shall be considered an agent of the United States.

69. The United States shall give Respondents notice of any claim for which the United States plans to seek indemnification pursuant to this Section and shall consult with Respondents prior to settling such claim.

70. Respondents waive all claims against the United States for damages or reimbursement or for set-off of any payments made or to be made to the United States, arising from or on account of any contract, agreement, or arrangement between any one or more of Respondents and any person for performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays. In addition, Respondents shall indemnify and hold harmless the United States with respect to any and all claims for damages or reimbursement arising from or on account of any contract, agreement, or arrangement between any one or more of Respondents and any person for performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays.

XXV. MODIFICATIONS

71. The OSC may make modifications to any plan or schedule in writing or by oral direction. Any oral modification will be memorialized in writing by U.S. EPA promptly, but shall have as its effective date the date of the OSC's oral direction. Any other requirements of this Settlement Agreement may be modified in writing by mutual agreement of the parties.

72. If Respondents seek permission to deviate from any approved work plan or schedule, Respondents' Project Coordinator shall submit a written request to U.S. EPA for approval outlining the proposed modification and its basis. Respondents may not proceed with the requested deviation until receiving oral or written approval from the OSC pursuant to Paragraph 71.

73. No informal advice, guidance, suggestion, or comment by the OSC or other U.S. EPA representatives regarding reports, plans, specifications, schedules, or any other writing submitted by Respondents shall relieve Respondents of their obligation to obtain any formal approval required by this Settlement Agreement, or to comply with all requirements of this Settlement Agreement, unless it is formally modified.

XXVI. NOTICE OF COMPLETION OF WORK

74. When U.S. EPA determines, after U.S. EPA's review of the Final Report, that all Work has been fully performed in accordance with this Settlement Agreement, with the exception of any continuing obligations required by this Settlement Agreement, including, e.g., post-removal site controls, payment of Future Response Costs, and record retention, U.S. EPA will


provide written notice to Respondents. If U.S. EPA determines that any such Work has not been completed in accordance with this Settlement Agreement, U.S. EPA will notify Respondents, provide a list of the deficiencies, and require that Respondents modify the Work Plan if appropriate in order to correct such deficiencies. Respondents shall implement the modified and approved Work Plan and shall submit a modified Final Report in accordance with the U.S. EPA notice. Failure by Respondents to implement the approved modified Work Plan shall be a violation of this Settlement Agreement.

XXVII. SEVERABILITY/INTEGRATION/ATTACHMENTS

75. This Settlement Agreement and its attachments constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Settlement Agreement. The parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Settlement Agreement. The following attachments are incorporated into this Settlement Agreement: Attachments A-C.

XXIII. EFFECTIVE DATE

76. This Settlement Agreement shall be effective upon receipt by Respondents of a copy of this Settlement Agreement signed by the Director, Superfund Division, U.S. EPA Region 5.



The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this ____ day of _____, 2____.

For Respondent _____

By _____

Title _____

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

It is so AGREED and ORDERED this _____ day of _____, 2_____.

BY: _____

Richard C. Karl, Director
Superfund Division
United States Environmental Protection Agency
Region 5

APPENDIX B

TANK SURVEY INFORMATION FROM JULY 2004 LIQUID REMOVAL REPORT

Table 1. Resource Recovery Group/Clayton Chemical Site Liquids Group - Tank survey information

Tank ID	Diameter (Feet)	Height / Length (Feet)	Survey Date	Sample Date	Depth of LHS (Feet)	# of Samples	Sample ID	Estimated LHS (Gallons)	Notes
2	8.0	14.6	8/14/2003	8/14/2003	1.00	1	2-1'	390	
3	8.0	14.6	8/14/2003	8/14/2003	0.00	0	N/A	0	
7	10.0	13.2	8/12/2003	8/12/2003	N/A	0	N/A	0	
11	10.5	42.0	8/6/2003	8/7/2003	7.12	2	11-3', 11-7'	19,700	Oil layer on OW interface is 1.9', manway was found open.
12	10.5	42.0	8/6/2003	8/7/2003	7.41	2	12-2', 12-6'	19,190	
13	10.5	42.0	8/6/2003	8/7/2003	5.16	2	13-4', 13-7'	13,189	Oil layer on OW interface probe is 4.58'.
14	10.5	42.0	8/6/2003	8/7/2003	4.65	1	14-4'	11,530	Oil layer on OW interface probe is .38'.
18	8.0	8.0	8/12/2003	8/12/2003	N/A	0	N/A	0	
20	10.5	36.5	8/14/2003	8/14/2003	N/A	0	N/A	0	
24	8.0	10.9	8/13/2003	8/13/2003	2.30	1	24-1.9'	865	
29	10.5	17.2	8/13/2003	8/13/2003	N/A	0	N/A	0	100 to 200 gallons of solid heel; tank manway lid is missing.
33	8.0	17.7	8/13/2003	8/13/2003	10.64	2	33-2.7', 33-7'	4,000	
36	10.5	17.0	8/12/2003	8/12/2003	N/A	0	N/A	0	Appears to contain approximately 50 gallons of solids.
37	8.0	17.7	8/13/2003	8/13/2003	12.69	3	37-2.7', 37-9.7', 37-12.7'	4,770	OW probe indicates water on top, oil below.
43	7.0	10.0	8/12/2003	8/12/2003	2.78	1	43-2'	800	Slight organic layer, appears to be mostly water, PID 46.7 ppm.
44	10.0	16.0	8/12/2003	8/12/2003	N/A	0	N/A	0	PID reading of 12.6
45	9.0	8.5	8/13/2003	8/13/2003	N/A	0	0.00	0	71" down to solids
46	9.0	14.0	8/13/2003	8/13/2003	12.50	2	46-4', 46-8'	3,805	72" cone bottom
47	9.0	14.0	8/13/2003	8/13/2003	N/A	0	N/A	0	
51	11.0	16.8	8/13/2003	8/13/2003	13.70	2	51-3', 51-8'	8,366	
52	10.0	20.2	8/12/2003	8/12/2003	5.73	1	52-6.5'	3,385	PID reading of 612
53	10.0	11.6	8/12/2003	8/12/2003	7.40	2	53-2', 53-6'	3,325	10,000+ on PID, 50% LEL, cone bottom tank
A1	10.0	13.9	8/13/2003	8/13/2003	10.10	2	A1-4', A1-10'	5,932	Oil layer is .75'.
A2	10.0	19.0	8/13/2003	8/13/2003	N/A	0	N/A	0	
A3	5.5	9.4	8/13/2003	8/13/2003	N/A	0	N/A	0	
B1	11.0	24.0	8/11/2003	8/11/2003	20.00	3	B1-9', B1-14', B1-23'	14,212	
B2	11.0	24.0	8/11/2003	8/11/2003	20	3	B2-3', B2-8', B2-19'	14,212	
B3	11.0	24.0	8/11/2003	8/11/2003	0.92	1	B3-1.5'	654	Sludge at bottom of tank, 1.5'
B4	11.0	24.0	8/11/2003	8/11/2003	17.50	3	B4-18', B4-7', B4-13'	12,436	Sludge at 18.64' below the manway
Fuel/oil	8.0	17.8	8/14/2003	8/14/2003	0.25	0	N/A	94	
G2	20.0	26.0	8/8/2003	8/8/2003	13.36	3	G2-3', G2-8', G2-13'	31,385	12.4' of oil as measured by OW interface probe
G3	37.0	37.0	8/8/2003	8/8/2003	29.50	3	G3-13', G3-23', G3-28'	237,182	13.75' of oil as measured by OW interface probe
G4	33.0	32.0	8/12/2003	8/12/2003	N/A	0	N/A	N/A	Hit solid material 21.02' below the manway. (70,300 estimated gallons)
G5	33.0	32.0	8/6/2003	8/7/2003	23.88	4	G5-6', G5-12', G5-16', G5-22'	152,728	Inconsistent readings at 15' to 21.5'.
G6	12.0	32.0	8/8/2003	8/8/2003	18.10	3	G6-12', G6-17', G6-22'	15,307	Oil layer is 16.7'.
G7	12.0	32.0	8/8/2003	8/8/2003	23.00	3	G7-10', G7-17', G7-24'	19,451	Oil layer as measured by OW interface probe is 1.2'.
G8	12.0	32.0	8/8/2003	8/8/2003	25.00	3	G8-12', G8-24', G8-28'	21,142	5.2' of oil as measured by OW interface probe
G9	12.0	32.0	8/8/2003	8/8/2003	17.15	3	G9-10', G9-16', G9-22'	14,503	Oil layer as measured by OW interface probe is 13'.
G10	12.0	32.0	8/11/2003	8/11/2003	30.20	4	G10-7', G10-13', G10-18.8', G10-27'	25,540	
G11	12.0	32.0	8/11/2003	8/11/2003	1.10	1	G11-1'	830	
R1	12.0	18.0	8/12/2003	8/12/2003	6.67	2	R1-2', R1-6'	5,640	Oil layer is 2.28'. No sludge
S1	11.0	20.0	8/13/2003	8/13/2003	18.32	2	S1-5', S1-10'	10,464	65" cone bottom
S2	11.0	20.0	8/13/2003	8/13/2003	16.60	3	S2-3', S2-13', S2-18'	9,948	65" cone bottom
S3	11.0	20.0	8/14/2003	8/14/2003	10.35	2	S3-5', S3-10'	4,797	65" cone bottom
S4	11.0	20.0	8/14/2003	8/14/2003	17.05	3	S4-7', S4-12', S4-16.4'	9,558	65" cone bottom
S5	11.0	20.0	8/14/2003	8/14/2003	N/A	0	N/A	0	
S6	11.0	20.0	8/14/2003	8/14/2003	N/A	0	N/A	0	

Table 1. Resource Recovery Group/Clayton Chemical Site Liquids Group - Tank survey information

Tank ID	Diameter (Feet)	Height / Length (Feet)	Survey Date	Sample Date	Depth of LHS (Feet)	# of Samples	Sample ID	Estimated LHS (Gallons)	Notes
S7	11.0	20.0	8/14/2003	8/14/2003	N/A	0	N/A	0	
S8	11.0	20.0	8/13/2003	8/13/2003	N/A	0	N/A	0	
S9	8.0	13.3	8/13/2003	8/13/2003	N/A	0	N/A	0	
T1	8.0	14.0	8/14/2003		N/A	0	N/A	0	
T2	8.0	14.0	8/14/2003	8/14/2003	0.33	1	T2	20	PID 6.1 ppm
T3	8.0	14.0	8/14/2003		N/A	0	N/A	0	
T4	8.0	18.0	8/14/2003		N/A	0	N/A	0	
T5	9.5	18.9	8/14/2003		N/A	0	N/A	0	
T6	9.5	18.9	8/14/2003		N/A	0	N/A	0	
T7	9.5	18.9	8/14/2003		N/A	0	N/A	0	
T8	9.5	18.9	8/14/2003		N/A	0	N/A	0	
T9	9.5	18.9	8/14/2003		N/A	0	N/A	0	
T10	14.0	20.3	8/14/2003		N/A	0	N/A	0	
T11	13.0	15.0	8/14/2003		N/A	0	N/A	0	
T12	13.0	15.0	8/14/2003		N/A	0	N/A	0	
T13	3.5	17.3	8/14/2003		N/A	0	N/A	0	
T14	3.5	17.3	8/14/2003		N/A	0	N/A	0	
T15	8.0	15.5	8/14/2003		N/A	0	N/A	0	
T16	7.0	11.5	8/14/2003		N/A	0	N/A	0	
Water tank	10.5	17.2	8/14/2003		N/A	0	N/A	0	
T17									Unable to locate.
T18*	8.0	14.0	8/14/2003		N/A	0	N/A	0	12.9 ppm on PID; tank has a small amount of resin in it.
T41									Unable to locate
RC									Unable to locate

ID = Identification.

LEL = Lower explosive limit.

LHS = Liquid hazardous substance.

N/A = Not applicable.

OW = Oil/water.

PID = Photoionization detector.

ppm = Parts per million.

' = Feet.

" = Inches.

= Number.

* = Tank T18 was not on the site drawing or tank list.

APPENDIX C

DRUM INVENTORY FROM JULY 2004 LIQUID REMOVAL REPORT

Table 2. Resource Recovery Group/Clayton Chemical Site Liquids Group - Drums survey information

Drum ID	Profile Number	Description	Condition	Size (Gallons)	Characteristics	Physical Survey	Sample ID	Date Surveyed	Date Sampled
1	N/A, solid				Solids		1	8/18/2003	
2	CH173432	F002, D039, water	Rusted	55/Steel	Liquid	PID N/D	2	8/18/2003	8/18/2003
3	CH173424	Water w/ silver cyanide	Rusted	55/Steel	Liquid	PID N/D	3	8/18/2003	8/18/2003
4	CH173424	Water w/ silver cyanide	Rusted	55/Steel	Liquid	PID N/D	4	8/18/2003	8/18/2003
5	N/A, solid	F001/D039			Solids		5	8/18/2003	
6	CH213390	Waste perc drum	Rusted	55/Steel	Liquid	PID 1,400	6	8/18/2003	8/18/2003
7	CH173424	Water w/ silver cyanide	Rusted	55/Steel	Liquid	PID N/D	7	8/18/2003	8/18/2003
8	CH213390	D001 - Heptane sludge	OK	55/Steel	Liquid	PID 10,000	8	8/18/2003	8/18/2003
9	CH213390	Flammable sticker	OK	85/Steel	Liquid	PID 10,000	9	8/18/2003	8/18/2003
10	N/A, solid	D007			Solids		10	8/18/2003	
11	N/A, solid	Non-hazardous			Solids		11	8/18/2003	
12	N/A, solid	D001,F003,F005 - Paint thinner & solid paint			Solids		12	8/18/2003	
13	N/A, solid	D001,F003,F005 - Paint thinner & solid paint			Solids		13	8/18/2003	
14	N/A, solid	Non-hazardous			Solids		14	8/18/2003	
15	N/A, solid	Non-hazardous			Solids		15	8/18/2003	
16	N/A, solid	No markings			Solids		16	8/18/2003	
17	N/A, solid	D001			Solids		17	8/18/2003	
18	N/A, solid	D001, F002, F005			Solids		18	8/18/2003	
19	N/A, solid	No markings			Solids		19	8/18/2003	
20	N/A, solid	Non-hazardous			Solids		20	8/18/2003	
21	N/A, solid	D001, F003, F005			Solids		21	8/18/2003	
22	N/A, solid	Non-hazardous			Solids		22	8/18/2003	
23	N/A, solid	Non-hazardous			Solids		23	8/18/2003	
24	N/A, solid	Non-hazardous			Solids		24	8/18/2003	
25	N/A, solid	D002			Solids		25	8/18/2003	
26	N/A, solid	D007			Solids		26	8/18/2003	
27	N/A, solid	Paint solids Class 9			Solids		27	8/18/2003	
28	N/A, solid	F002, F003, D038			Solids		28	8/18/2003	
29	N/A, solid	Oil/grease			Solids		29	8/18/2003	
30	N/A, solid	Silica gel - non-hazardous			Solids		30	8/18/2003	
31	CH213390	D001, F002, F003, F005 accum. samples	Rusted	55/Steel	Liquid	PID 3,500	31	8/18/2003	8/18/2003
32	CH173432	Soap solution	Rusted	55/Steel	Liquid	pH 3	32	8/18/2003	8/18/2003
33	CH173433	Oil/grease	Rusted	55/Steel	Liquid	PID N/D	33	8/18/2003	8/18/2003
34	CH213390	D001 - oil/sludge/oil dri	Rusted	55/Steel	Liquid	PID 400	34	8/18/2003	8/18/2003
35	CH213390	D001 - water/oil/pest moss	Rusted	55/Steel	Liquid	PID 400	35	8/18/2003	8/18/2003
36	N/A, solid	Non-regulated label			Solids		36	8/18/2003	
37	CH213390	D001	Rusted	55/Steel	Liquid	PID 8,500	37	8/18/2003	8/18/2003
38	N/A, solid	D039			Solids		38	8/18/2003	
39	CH173431	D039, perc	Rusted	55/Steel	Liquid	PID 1,000	39	8/18/2003	8/18/2003
40	CH173431	D039, perc	OK	55/Steel	Liquid	PID 10,000	40	8/18/2003	8/18/2003
41	N/A, solid	F003, D001 paint & thinner		55/Steel	Solids		41	8/18/2003	
42	N/A, solid	D001, F005 paint-related material & MEK		55/Steel	Solids		42	8/18/2003	
43	N/A, solid	D001, F002 spill cleanup debris		55/Steel	Solids		43	8/18/2003	
44	N/A, solid			55/Steel	Solids		44	8/18/2003	
45	N/A, solid	F002, perc line flush		55/Steel	Solids		45	8/18/2003	
46	CH173431	D039, waste perc	Rusted	55/Steel	Liquid	PID 10,000	46	8/18/2003	8/18/2003
47	CH173431	D039, waste perc	Rusted	55/Steel	Liquid	PID 10,000	47	8/18/2003	8/18/2003
48	CH173431	D039, waste perc	Rusted	55/Steel	Liquid	PID 10,000	48	8/18/2003	8/18/2003
49	CH173431	D039, waste perc	Rusted	55/Steel	Liquid	PID 10,000	49	8/18/2003	8/18/2003
50	CH173431	D039, waste perc	Rusted	55/Steel	Liquid	PID 10,000	50	8/18/2003	8/18/2003
51	CH173431	F002, waste Perc	Rusted	55/Steel	Liquid	PID 10,000	51	8/18/2003	8/18/2003
52	CH55302	Non-hazardous label on drum	Rusted	55/Steel	Liquid	PID 48	52	8/18/2003	8/18/2003
53	CH173431	F002 sludge accumulation perc	OK	55/Steel	Liquid	PID 10,000	53	8/18/2003	8/18/2003

Table 2. Resource Recovery Group/Clayton Chemical Site Liquids Group - Drums survey information

Drum ID	Profile Number	Description	Condition	Size (Gallons)	Characteristics	Physical Survey	Sample ID	Date Surveyed	Date Sampled
54	CH173432	Non-hazardous silica gel	OK	85/Steel	Liquid	PID 7	54	8/18/2003	8/18/2003
55	CH173432	Non-hazardous sludge	OK	85/Poly	Liquid	PID N/D	55	8/18/2003	8/18/2003
56	N/A, solid	Non-hazardous label		55/Steel	Solids		56	8/18/2003	
57	CH173432	No labels	Rusted	55/Steel	Liquid	pH 8	57	8/18/2003	8/18/2003
58	CH213396	CHES1 sample material & PPE	OK	55/Steel	Solids	N/A	58	8/18/2003	
59	CH55302	Hazardous label on drum illegible	OK	55/Steel	Liquid	pH 8	59	8/18/2003	8/18/2003
60	CH173432	F002, D039, water	OK	55/Steel	Liquid	pH 8	60	8/18/2003	8/18/2003
61	CH173432	F002, D039, water	Rusted	55/Steel	Liquid	pH 8	61	8/18/2003	8/18/2003
62	N/A, solid	Class 9, paint solids		55/Steel	Solids		62	8/18/2003	
63	N/A, solid	Class 9, paint solids		55/Steel	Solids		63	8/18/2003	
64	N/A, solid	Class 9, paint solids		55/Steel	Solids		64	8/18/2003	
65	N/A, solid	Class 9, paint solids		55/Steel	Solids		65	8/18/2003	
66	N/A, solid	Class 9, paint solids		55/Steel	Solids		66	8/18/2003	
67	N/A, solid	Class 9, paint solids		55/Steel	Solids		67	8/18/2003	
68	CH213386	Corrosive liquid, cleaning fluid D002	Rusted	55/Steel	Liquid	pH 14	68	8/18/2003	8/18/2003
69	CH55302	D002, methylthanolamine	Rusted	55/Steel	Liquid	pH 11	69	8/18/2003	8/18/2003
70	CH213389	D002, acetic acid, aluminum chloride	Rusted	55/Steel	Liquid	PID 400	70	8/18/2003	8/18/2003
71	CH213389	D002, nitric/sulfuric	OK	55/Stainless	Liquid	pH 0	71	8/18/2003	8/18/2003
72	N/A, solid	Class 9, paint solids		55/Steel	Solids		72	8/18/2003	
73	N/A, solid	Class 9, paint solids		55/Steel	Solids		73	8/18/2003	
74	N/A, solid	Class 9, paint solids		55/Steel	Solids		74	8/18/2003	
75	N/A, solid	Class 9, paint solids		55/Steel	Solids		75	8/18/2003	
76	N/A, solid	Class 9, paint solids		55/Steel	Solids		76	8/18/2003	
77	N/A, solid	Class 9, paint solids		55/Steel	Solids		77	8/18/2003	
78	N/A, solid	Class 9, paint solids		55/Steel	Solids		78	8/18/2003	
79	N/A, solid	Class 9, paint solids		55/Steel	Solids		79	8/18/2003	
80	N/A, solid	Class 9, paint solids		55/Steel	Solids		80	8/18/2003	
81	N/A, solid	Class 9, paint solids		55/Steel	Solids		81	8/18/2003	
82	N/A, solid	Class 9, paint solids		55/Steel	Solids		82	8/18/2003	
83	N/A, solid	Class 9, paint solids		55/Steel	Solids		83	8/18/2003	
84	N/A, solid	Class 9, paint solids		55/Steel	Solids		84	8/18/2003	
85	N/A, solid	Class 9, paint solids		55/Steel	Solids		85	8/18/2003	
86	CH213386	pH 0 to 1	OK	55/Poly	Liquid	pH 0 / PID 211	86	8/18/2003	8/18/2003
87	N/A, solid	D002, sodium nitrate		55/Steel	Solids		87	8/18/2003	
88	CH213386	D002, waste corrosive liquid, pH <2	OK	55/Steel	Liquids	pH 7	88	8/18/2003	8/18/2003
89	N/A, solid			55/Steel	Solids		89	8/18/2003	
90	N/A, solid			55/Steel	Solids		90	8/18/2003	
91	N/A, solid			55/Steel	Solids		91	8/18/2003	
92	N/A, solid			55/Steel	Solids		92	8/18/2003	
93	N/A, solid			55/Steel	Solids		93	8/18/2003	
94	N/A, solid	F003 paint solids		85/Steel	Solids		94	8/18/2003	
95	N/A, solid			85/Steel	Solids		95	8/18/2003	
96	N/A, solid			85/Steel	Solids		96	8/18/2003	
97	N/A, solid			85/Steel	Solids		97	8/18/2003	
98	N/A, solid			55/Steel	Liquids	PID N/D	98	8/18/2003	8/18/2003
99	CH173433	Glycol, DC4-B, methylene chloride	Rusted	55/Steel	Liquids	PID N/D	99	8/18/2003	8/18/2003
100	CH173433	Glycol, DC4-B, methylene chloride	Rusted	55/Steel	Liquids	PID N/D	100	8/18/2003	8/18/2003
101	CH173433	Glycol, DC4-B, methylene chloride	Rusted	55/Steel	Liquids	PID N/D	101	8/18/2003	8/18/2003
102	CH173433	Glycol, DC4-B, methylene chloride	Rusted	55/Steel	Liquids	PID N/D	102	8/18/2003	8/18/2003
103	CH173433	Glycol, DC4-B, methylene chloride	Rusted	55/Steel	Liquids	PID N/D	103	8/18/2003	8/18/2003
104	N/A, solid	Caustic soda D002	Rusted	55/Steel	Solids		104	8/18/2003	
105	CH213386	D002, hydrochloric acid	OK	55/Steel	Liquids	PID N/D	105	8/18/2003	8/18/2003
106	CH55302	D002, methylthanolamine	Rusted	55/Steel	Liquids	pH 12	106	8/18/2003	8/18/2003

Table 2. Resource Recovery Group/Clayton Chemical Site Liquids Group - Drums survey information

Drum ID	Profile Number	Description	Condition	Size (Gallons)	Characteristics	Physical Survey	Sample ID	Date Surveyed	Date Sampled
107	CH213386	D002, sodium hydroxide	OK	55/Poly	Liquids	pH 11	107	8/18/2003	8/18/2003
108	CH213389	D002, nitric acid	OK	55/Poly	Liquids	PID N/D	108	8/18/2003	8/18/2003
109	N/A, solid	D002, hydrochloric acid	Rusted	55/Steel	Solids		109	8/18/2003	
110	CH213387	D002, sodium hydroxide & chromium salt	Rusted	55/Steel	Liquids	pH 9-10	110	8/18/2003	8/18/2003
111	CH213386	pH > 12.5, corrosive sticker	Rusted	55/Steel	Liquids	pH 13	111	8/18/2003	8/18/2003
112	CH213388	D002, muriatic acid, one-gallon jugs	Rusted	55/Poly	Liquids	pH 0	112	8/18/2003	8/18/2003
113	N/A, solid	Empty		55/Steel	Solids		113	8/18/2003	
114	N/A, solid	1/5 full oil dri		55/Steel	Solids		114	8/18/2003	
115	CH213386	pH 14, corrosive label over a flammable label	Rusted	55/Steel	Liquids	pH 13 / PID 5	115	8/18/2003	8/18/2003
116	CH213386	pH > 12.5, corrosive sticker	Rusted	55/Steel	Liquids	pH 13-14	116	8/18/2003	8/18/2003
117	CH213386	pH > 12.5, corrosive sticker	Rusted	55/Steel	Liquids	pH 13-14	117	8/18/2003	8/18/2003
118	CH213388	D002, phosphoric acid pH < 2	OK	55/Steel	Liquids	pH 0	118	8/18/2003	8/18/2003
119	CH213389	D002, nitric / sulfuric	OK	55/Steel	Liquids	pH 0	119	8/18/2003	8/18/2003
120	N/A, solid	Sodium hydroxide, D002		55/Steel	Solids		120	8/18/2003	
121	CH213386	D002, pH > 12.5	Rusted	55/Steel	Liquids	pH 11	121	8/18/2003	8/18/2003
122	N/A, solid	D002, sodium hydroxide & PPE	OK	55/Poly	Liquids	N/D	122	8/18/2003	8/18/2003
123	CH173433	Glycol, DC4-B, methylene chloride	Rusted	55/Steel	Liquids	N/D	123	8/18/2003	8/18/2003
124	CH173433	Glycol, DC4-B, methylene chloride	Rusted	55/Steel	Liquids	N/D	124	8/18/2003	8/18/2003
125	CH173433	Glycol, DC4-B, methylene chloride	Rusted	55/Steel	Liquids	N/D	125	8/18/2003	8/18/2003
126	CH173433	Glycol, DC4-B, methylene chloride	Rusted	55/Steel	Liquids	N/D	126	8/18/2003	8/18/2003
127	CH173432	D039, F002 water	Rusted	55/Steel	Liquids	pH 7-8	127	8/18/2003	8/18/2003
128	CH173432	D039, F002 water	Rusted	55/Steel	Liquids	pH 7-8	128	8/18/2003	8/18/2003
129	CH213390	300-gallon tote with less than 10 gallons	OK	300/Tote	Liquids	N/D	129	8/18/2003	8/18/2003
130	CH213390	275-gallon tote with less than 10 gallons	OK	300/Tote	Liquids	N/D	130	8/18/2003	8/18/2003
131		Reserved					131		
132	CH213390	400+ on PID	Rusted	55/Poly	Liquids	PID 400	132	9/23/2003	10/3/2003
133	CH213390	Line flush perc written on drum	Rusted	55/Steel	Liquids	pH 11 / PID 1,000	133	9/23/2003	10/3/2003
134	CH213390	Line flush perc written on drum	Rusted	55/Steel	Liquids	pH 11 / PID 50	134	9/23/2003	10/3/2003
135	CH213390	Line flush perc written on drum	Rusted	55/Steel	Liquids	pH 11 / PID 15	135	9/23/2003	10/3/2003
136	CH55302	Clear liquid	Rusted	55/Steel	Liquids	pH 6	136	9/23/2003	10/3/2003
137	CH55302	Antifreeze	Rusted	55/Steel	Liquids	pH 6	137	9/23/2003	10/3/2003
138	CH55302	Hydraulic oil	Rusted	55/Steel	Liquids	pH 6	138	9/23/2003	10/3/2003
139	CH55302	Antifreeze	Rusted	55/Steel	Liquids	pH 5	139	9/23/2003	10/3/2003
140	N/A, solid	Mole sieve		55/Steel	Solids		140	8/19/2003	
141	N/A, solid	Mole sieve		55/Steel	Solids		141	8/19/2003	
142	N/A, solid	1/4 full of white granular material		55/Steel	Solids		142	8/19/2003	
143	N/A, solid	Mole sieve		55/Steel	Solids		143	8/19/2003	
144	N/A, solid	Mole sieve		55/Steel	Solids		144	8/19/2003	
145	N/A, solid	Mole sieve		55/Steel	Solids		145	8/19/2003	
146	N/A, solid	Mole sieve		55/Steel	Solids		146	8/19/2003	
147	N/A, solid	Mole sieve		55/Steel	Solids		147	8/19/2003	
148	N/A, solid	Mole sieve		55/Steel	Solids		148	8/19/2003	
149	N/A, solid	Mole sieve		55/Steel	Solids		149	8/19/2003	
150	N/A, solid			55/Steel	Solids		150	8/19/2003	
151	N/A, solid			55/Steel	Solids		151	8/19/2003	
152	N/A, solid	Mole sieve		55/Steel	Solids		152	8/19/2003	
153	N/A, solid	Mole sieve		55/Steel	Solids		153	8/19/2003	
154	N/A, solid	Mole sieve		55/Steel	Solids		154	8/19/2003	
155	N/A, solid	Mole sieve		55/Steel	Solids		155	8/19/2003	
156	CH173433	Ethylene glycol for LUWA	OK	55/Steel	Liquids	pH 6 / PID 6	156	8/19/2003	8/19/2003
157	N/A, solid	React carbon drum fiber		55/Fiber	Solids		157	8/19/2003	
158	N/A, solid	React carbon drum fiber		55/Fiber	Solids		158	8/19/2003	
159	N/A, solid	React carbon drum fiber		55/Fiber	Solids		159	8/19/2003	

Table 2. Resource Recovery Group/Clayton Chemical Site Liquids Group - Drums survey information

Drum ID	Profile Number	Description	Condition	Size (Gallons)	Characteristics	Physical Survey	Sample ID	Date Surveyed	Date Sampled
160	N/A, solid	React carbon drum fiber		55/Fiber	Solids		160	8/19/2003	
161	N/A, solid	React carbon drum fiber		55/Fiber	Solids		161	8/19/2003	
162	N/A, solid	React carbon drum fiber		55/Fiber	Solids		162	8/19/2003	
163	CH173433	Ethylene glycol for LUWA	Rusted	55/Steel	Liquids	pH 6 / PID 7	163	8/19/2003	8/19/2003
164	CH173433	Glycol, DC4-C, perc, meth. chloride, 112-trichloroethane	Rusted	55/Steel	Liquids	pH 6 / PID 8	164	8/19/2003	8/19/2003
165	CH173433	Glycol, DC4-C, perc, meth. chloride, 112-trichloroethane	Rusted	55/Steel	Liquids	pH 6 / PID 9	165	8/19/2003	8/19/2003
166	CH173433	Glycol, DC4-C, perc, meth. chloride, 112-trichloroethane	Rusted	55/Steel	Liquids	pH 6 / PID 10	166	8/19/2003	8/19/2003
167	N/A, solid			55/Steel	Solids		167	8/19/2003	
168	CH173433	Glycol, DC4-C, perc, meth. chloride, 112-trichloroethane	OK	55/Poly	Liquids	pH 7	168	8/19/2003	8/19/2003
169	CH173433	Glycol, DC4-C, perc, meth. chloride, 112-trichloroethane	Rusted	55/Steel	Liquids	pH 7	169	8/19/2003	8/19/2003
170	CH173432	Envirotrol, Inc. LP-55 carbon cell w/ water	Rusted	55/Steel	Liquids	pH 5	170	8/19/2003	8/19/2003
171	N/A, solid	Envirotrol, Inc. LP-55 carbon cell		55/Steel	Solids		171	8/19/2003	
172	N/A, solid			55/Steel	Solids		172	8/19/2003	
173	CH55302	Dubois chem. Bacteriostat / fungicide	Rusted	55/Poly	Liquids	N/D	173	8/19/2003	8/19/2003
174	N/A, solid			55/Steel	Solids		174	8/19/2003	
175	CH55302	"Carbon" marked on drum, also has water	Rusted	55/Steel	Liquids	pH 5	175	8/19/2003	8/19/2003
176	CH213390	"Morphine"	OK	55/Steel	Liquids	PID 76	176	8/19/2003	8/19/2003
177	N/A, solid	Carbon		55/Steel	Solids		177	8/19/2003	
178	N/A, solid	Carbon		55/Steel	Solids		178	8/19/2003	
179	N/A, solid	Carbon		55/Steel	Solids		179	8/19/2003	
180	N/A, solid	Carbon		55/Steel	Solids		180	8/19/2003	
181	N/A, solid	Carbon		55/Steel	Solids		181	8/19/2003	
182	CH213390	D001, Isopropanol label. 10,000 + on PID	OK	55/Steel	Liquids		182	8/19/2003	8/19/2003
183	CH173432		OK	55/Poly	Liquids	N/D	183	8/19/2003	8/19/2003
184	N/A, solid	Carbon		55/Steel	Solids		184	8/19/2003	
185	N/A, solid	Carbon		55/Steel	Solids		185	8/19/2003	
186	N/A, solid	Carbon		55/Steel	Solids		186	8/19/2003	
187	N/A, solid	White granular material		55/Steel	Solids		187	8/19/2003	
188	CH55302	Full drum PID 0	Rusted	55/Poly	Liquids	N/D	188	8/19/2003	8/19/2003
189	CH53302	Brown liquid PID 0	OK	55/Steel	Liquids	N/D	189	8/19/2003	8/19/2003
190	CH213386	Caustic for LUWA cleaning pH > 12.5	OK	85/Steel	Liquids	pH 14	190	8/19/2003	8/19/2003
191	CH213390	D001 "gasoline" written on drum	OK	55/Steel	Liquids	PID 2,000	191	8/19/2003	8/19/2003
192	N/A, solid			55/Steel	Solids		192	8/19/2003	
193	N/A, solid	Vermiculite, "packaging material" on drum		55/Steel	Solids		193	8/19/2003	
194	CH213386	"Caustic soda 50%" pH > 12.5	OK	85/Poly	Liquids	pH 13-14	194	8/19/2003	8/19/2003
195	CH213386	pH > 12.5	OK	85/Poly	Liquids	pH 12-13	195	8/19/2003	8/19/2003
196	N/A, solid			55/Steel	Solids		196	8/19/2003	
197	N/A, solid			55/Fiber	Solids		197	8/19/2003	
198	N/A, solid			55/Poly	Solids		198	8/19/2003	
199	CH53302	pH 5-6, viscous liquid, O on PID	OK	55/Steel	Liquids	pH 5-6	199	8/19/2003	8/19/2003
200	CH213386	"Ammonium hydroxide" pH > 12.5	Rusted	55/Steel	Liquids	pH 14	200	8/19/2003	8/19/2003
201	CH213388	"10% sulfuric" on drum, pH < 2	OK	55/Poly	Liquids	pH 0	201	8/19/2003	8/19/2003
202	CH55302	PID 13, no labels or marking	Rusted	55/Steel	Liquids	PID 13	202	10/3/2003	10/3/2003
203	CH213386	"Caustic soda 50%" pH > 12.5	Rusted	55/Steel	Liquids	pH 13	203	9/23/2003	10/3/2003
204	CH213386	"Caustic soda 50%" pH > 12.5	Rusted	55/Steel	Liquids	pH 13	204	9/23/2003	10/3/2003
205	N/A, solid			55/Poly	Solids		205	9/23/2003	
206	N/A, solid			55/Steel	Solids		206	9/23/2003	
207	N/A, solid			55/Poly	Solids		207	9/23/2003	

Table 2. Resource Recovery Group/Clayton Chemical Site Liquids Group - Drums survey information

Drum ID	Profile Number	Description	Condition	Size (Gallons)	Characteristics	Physical Survey	Sample ID	Date Surveyed	Date Sampled
208	N/A, solid			55/Poly	Solids		208	9/23/2003	
209	N/A, solid			55/Poly	Solids		209	9/23/2003	
210	N/A, solid			55/Poly	Solids		210	9/23/2003	
211	N/A, solid			55/Poly	Solids		211	9/23/2003	
212	N/A, solid			55/Poly	Solids		212	9/23/2003	
213	N/A, solid			55/Poly	Solids		213	9/23/2003	
214	N/A, solid			55/Steel	Solids		214	9/23/2003	
215	CH213386	"Caustic soda 50%" pH > 12.5		55/Poly	Liquids	pH 13	215	9/23/2003	10/3/2003
216	N/A, solid			55/Poly	Solids		216	9/23/2003	
217	CH213390	"Flammable liquid"	Rusted	55/Steel	Liquids	pH 5 / PID 31	217	9/23/2003	10/3/2003
218	N/A, solid			85/Poly	Solids		218	9/23/2003	
219	CH213389	PID 43, "sulfuric acid 10%"	OK	55/Poly	Liquids	PID 43	219	9/23/2003	10/3/2003
220	N/A, solid			55/Steel	Solids		220	9/23/2003	
221	N/A, solid	10 gallons of solids		55/Steel	Solids		221	9/23/2003	
222	CH213390	Sample compilation, D001,F002,F003	Rusted	55/Steel	Liquids	PID 2,000	222	9/23/2003	10/3/2003
223	N/A, solid			55/Poly	Solids		223	10/3/2003	
224	reserved						224		
225	reserved						225		
226	reserved						226		
227	reserved						227		
228	reserved						228		
229	reserved						229		
230	reserved						230		
231	reserved						231		
232	reserved								
233	CH173437	D010, DC-5, water	OK	55/Poly	Liquids	N/D	233	9/30/2003	9/30/2003
234	CH173437	D010, DC-5, water	OK	55/Poly	Liquids	N/D	234	9/30/2003	9/30/2003
235	CH173437	D010, DC-5, water	OK	85/Steel	Liquids	N/D	235	9/30/2003	9/30/2003
236	CH173437	D010, DC-5, water	OK	55/Poly	Liquids	N/D	236	9/30/2003	9/30/2003
237	CH173437	D010, DC-5, water	OK	85/Poly	Liquids	N/D	237	9/30/2003	9/30/2003
238	CH173437	D010, DC-5, water	Rusted	85/Steel	Liquids	N/D	238	9/30/2003	9/30/2003
239	CH213390	Sample pour off in drum building	OK	55/Steel	Liquids	PID 10,000	239	11/13/2003	11/13/2003
240	CH213390	Sample pour off in drum building	OK	55/Steel	Liquids	PID 10,000	240	11/13/2003	11/13/2003
241	CH213390	Sample pour off in drum building	OK	55/Steel	Liquids	PID 10,000	241	11/13/2003	11/13/2003

MEK = Methyl ethyl ketone.

Meth. = Methylene.

N/A = Not applicable.

N/D = Not detected.

Percl = Perchloroethene.

PID = Photionization detector.

APPENDIX D

ILLINOIS LANDFILL WASTE DISPOSAL CHARACTERIZATION PARAMETERS

ILLINOIS LANDFILLS ONLY

Petroleum Contaminated Soils From Leaking Underground Storage Tanks

Tank substance leaded & unleaded gasoline, diesel fuel, and #2 heating oil

Paint Filter Test
Open Cup Flashpoint
TCLP Lead
BTEX

Tank substance waste oil, heating oil #3-6

Paint Filter Test
Open Cup Flashpoint
TCLP Metals
Total PCB's
pH
BTEX

Petroleum Contaminated Soils From Spills & Above Ground Storage Tanks

Spill substance leaded, unleaded, diesel fuel, #2-#6 heating oil, and waste oil

Paint Filter Test
Open Cup Flashpoint
TCLP Metals
TCLP Organics (Volatiles & Semi-Volatiles)
Total PCB's
EOX (in lieu of F Code Solvent Scan)
pH
Cyanide (Total)
Sulfide (Reactive)
Phenol (Total)
BTEX

General Special Wastes

Paint Filter Test
Open Cup Flashpoint
TCLP Metals
TCLP Organics (Volatiles & Semi Volatiles)_
Total PCB's
EOX (in lieu of F Code Solvent Scan)
pH
Cyanide (Total)
Sulfide (Reactive)
Phenol (Total)

Herbicide/Pesticide Generator Certification required on all above (included on W. P.S.)

If test results are not available, include historical background, or Material Safety Data Sheets (MSDS) where applicable

When performing metals and organics analysis, Total or TCLP procedure may be utilized, but any constituent whose total concentration exceeds the TCLP limit must be analyzed using the TCLP test and result reported

Attachment A
Performing Members of the PRP Group

Afton Chemical Corporation
American Recreation Products, Inc.
Arris International, Inc.
Baker Petrolite Corporation
Bemis Company Inc.
Cerro Flow Products, Inc.
Chemsphere Corporation
Chicago Drum, Inc.
Conapco, Inc. (Chesborough Ponds)
Crown Holdings, Inc.,
 including Crown Cork & Seal Co., Inc., and Continental Can Co. (f/k/a Crown Beverage Packaging, Inc.)
Curwood Inc.
DaimlerChrysler Corporation
Dow Chemical Company (The)
ExxonMobile Oil Corporation
Ford Motor Company
The Glidden Company
Husman Corporation
INX International Ink Company
Koch Industries, Inc.
Lear Corporation
Lincoln Industrial Corporation
Mallinckrodt Inc.
Marchem Corporation
McIntyre Group, LTD
Mitsubishi Motors North America, Inc.
Nascote Industries, Inc.
National Coatings Inc.
Noridenia/M&W Packaging
Norfolk Southern Railway Company
Olin Corporation
Penn Aluminum International, Inc.
Precoat Metals (Sequa Corporation)
Riley Brothers Co
Sterling Lacquer Manufacturing Company
Superior Oil Co.
Teva Pharmaceuticals
 including BioCraft Labs
The nec Company, Inc.
Valentec Wells, LLC
Walker Paducah Corp

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 21st day of September, 2005.

For Respondent

By Quinn Pettigrew for Warren Huang
Title V.P., HSE, Afton Chem. President, Afton Chemical Corp.

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 28th day of Sept., 2005.

For Respondent American Recreation Products, Inc.

By [Signature]

Title Attorney

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 29th day of Sept., 2005.

For Respondent Mrs.

By

Title

Lauren A. Margulies

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 30 day of September, 2005.

For Respondent Baker Petrolite Corporation

By Jose A. Sais Jr.

Title Division Counsel

IN THE MATTER OF:

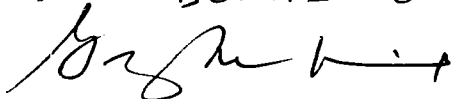
Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 28th day of September 2005

For Respondent BEMIS COMPANY, INC.

By



Title

attorney

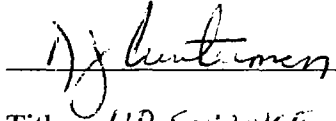
IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 26 day of September, 2005 .

For Respondent Cerro Flow Products, Inc.



Title VP FINANCE

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 29th day of September, 2005.

For Respondent Chemisphere Corporation

By

Title

Robert Schwent
Robert Schwent, President

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 28 day of Sept., 2005.

For Respondent Chicago Drum, Inc.

By Haskell J. Ross by David Browne, attorney
Title President Balant McKenzie

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Statement Agreement and to bind the party they represent to this document.

Agreed this 27th day of September, 2005

For Respondent Conopco, Inc. (Chesebrough-Pond's)

By [Signature]

Title Andrew Shakalis, Esq., Associate General Counsel - Environmental & Safety
as in-house Counsel, acting on behalf of
Conopco, Inc. (Chesebrough-Pond's)

This signature does not include attesting to the full certification language of paragraph 31, because upon inquiry we have discovered that certain documents may have been disposed of prior to the time of the inquiry in the ordinary course of business. However, it is our understanding that any such documents did not include documents required to be maintained under applicable Federal law.

[Signature]
9/27/05

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

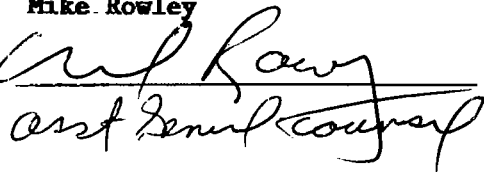
The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 29 day of September, 2005.

For Respondent : **Crown Holdings, Inc. and Crown, Cork & Seal Co., Inc. and
Continental Can Co. (f/k/a Crown Beverage Packaging, Inc.)**

By : **Mike Rowley**

Title


asst Gen'l counsel

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 24th day of September 2005

For Respondent CURWOOD, INC.

By [Signature]

Title attorney

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 26th day of September, 2008.

For Respondent DaimlerChrysler Corporation

By Kathleen M. Hennessey

Title Senior Staff Counsel

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 28th day of September, 2005.

For Respondent THE DOW CHEMICAL COMPANY

By André Van der Merwe

Title Senior Attorney

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 26 day of Sept, 2005.

For Respondent EXXON MOBIL CORPORATION

By Z. K. Bolen Zane K. Bolen

Title Area Manager, Superfund

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 30th day of September, 2005.

For Respondent FORD MOTOR COMPANY

By Kathryn S. Lamping
Title Assistant Secretary

This signature does not include attesting to the full certification language of paragraph 31, because upon inquiry we have discovered that certain documents may have been disposed of prior to the time of the inquiry in the ordinary course of business. However, it is our understanding that any such documents did not include documents required to be maintained under applicable Federal law.

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 6th day of October, 2005.

For Respondent: The Glidden Company (as successor to Grow Group, Inc.)

By: 

Title: General Counsel

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 26 day of September, 2005.

For Respondent Hussmann Corporation

By



Title SA VICE PRESIDENT and
GENERAL COUNSEL

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 30th day of September, 2005

For Respondent INX INTERNATIONAL INK CO.

By Robert P. Smith

Title V.P. GENERAL COUNSEL & SECRETARY

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 28th day of Sept., 2005.

For Respondent Koch Industries, Inc.

By



Title

Attorney

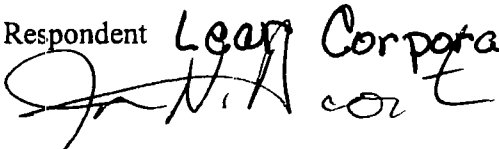
IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 21 day of September, 2005.

For Respondent

By  Leap Corporation

Title Vice President Global Risk Management
& Deputy General Counsel

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 29th day of September, 2005

For Respondent Lincoln Industrial Corporation

By

Title

Albert D. Adams
VICE PRESIDENT HUMAN RESOURCES

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 28 day of September, 2005.

For Respondent Mallinckrodt Inc.

By J. G. McKinney *phd*

Title Vice President

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 28th day of September, 2005.

For Respondent MarChem Corporation (f/k/a M R Plastics & Coatings, Inc.)

A handwritten signature in black ink, appearing to read "Rodney L. Washburn", written over a horizontal line.

By **Rodney L. Washburn**

Title: General Counsel and Vice President of Corporate Development

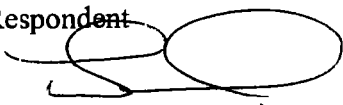
IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 22 day of SEPTEMBER, 2005.

For Respondent

By  McIntyre Group, LTD.

By

Title VICE PRESIDENT

IN THE MATTER OF:

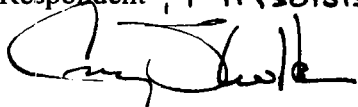
Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 29 day of SEPTEMBER, 2005.

For Respondent, MITSUBISHI MOTORS NORTH AMERICA, INC.

By



Title

V.P. GENERAL COUNSEL

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 23 day of September, 2005.

For Respondent

NASCOTE INDUSTRIES, INC.

By: RD Benson
Name: R. David Benson
Title: Executive Vice-President,
Secretary and General Counsel

Note: This signature does not include attesting to the full certification language of paragraph 31, because upon inquiry we have discovered that certain documents may have been disposed of prior to the time of the inquiry in the ordinary course of business. However, it is our understanding that any such documents did not include documents required to maintained under applicable Federal law.

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 28 day of SEPTEMBER, 2005

For Respondent National Coatings, INC.

By James W. Hillhouse

Title President

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 26th day of September, 2005.

For Respondent Nordenia USA Inc.

By Patrick M. Kach

Title V.P. Operations

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 23 day of SEPTEMBER, 2005.

For Respondent Norfolk Southern Railroad

By

Title

Charles J. Wehmeyer


IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 26th day of September, 2005 .

For Respondent: **Olin Corporation**

By : 

Curt M Richards

Title: Vice President, Environment, Health & Safety

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 27 day of September, 2005 .

For Respondent Penn Aluminum International, Inc.



Title Purchasing Manager

IN THE MATTER OF:

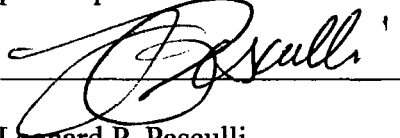
Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 29th day of September, 2005.

For Respondent: Precoat Metals

By: Sequa Corporation on behalf of Precoat Metals

A handwritten signature in black ink, appearing to read 'L. Pasculli', is written over a horizontal line.

Name: Leonard P. Pasculli

Title: Senior Associate General Counsel

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 5 day of October, 2005.

For Respondent Riley
By [Signature]
Title Pres.

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 27th day of September, 2005

For Respondent

By Leo V. Mitchell

Title PRESIDENT, STERLING LACQUER MFG. CO.

IN THE MATTER OF:


Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 23rd day of SEPTEMBER, 2005

For Respondent

By

 Superior Oil Co.
STEVEN K WAREFIELD

Title

V.P. OF OPERATIONS

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 28th day of September, 2005.

For Respondent Teva Pharmaceuticals USA, Inc. including Bioscript

By J.M. M

Title VP Manufacturing Operations

LEGAL AFFAIRS
KB

This signature does not include attesting to the full certification language of paragraph 31, because upon inquiry we have discovered that certain documents may have been disposed of prior to the time of the inquiry in the ordinary course of business. However, it is our understanding that any such documents did not include documents required to be maintained under applicable Federal law.

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 23 day of September, 2015.

For Respondent

By

Title

Tyramic Company Inc,
Adam A. [Signature]
VP Finance CEO

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 21st day of September, 2005 .

For Respondent Valentec Wells, LLC

By Vicki Conly

Title Treasurer

1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 29th day of September, 2005

For Respondent

By:



Daniel P. Mecklenborg

Vice President, General Counsel and Secretary

Hartley Marine LLC, successor to Walker Midstream Fuel Service Company

Attachment B
Non-Performing Members of the PRP Group

Alberici Constructors, Inc. f/k/a Alberici Construction Company
Associated Electric Cooperative, Inc. (AECI)
Bachman Machine Co.
Basler Electric Co.
Bell Sports, Inc.
The Boeing Co.
 including McDonnell Douglas
Brewer Science Inc.
Carlisle Syntec Inc.
ChemCentral Midwest Corporation
Clean The Uniform Company St. Louis f/k/a Clean Coverall Supply Co.,
CNH America LLC
Cooper US, Inc. (Bussman)
Elementis Chemicals Inc
 including Thompson Hayward Chemical Co/Harcros Chemicals
Gardner Denver, Inc.
Heritage Environmental Services, L.L.C.
Illinois Tools Works Inc. (Diagraph)
Interlake Material Handling, Inc.
The Grigoleit Company
The Knapheide Mfg. Co.
Komatsu American International Co.
Komatsu Mining Systems, Inc.
LHB Industries
Mid States Paint
Morton Metalcraft
P D George Company
Parsons Company
Pechiney Plastic Packaging Inc.
Perma Fix Environmental Services
Polyone Corp., Successor to Dennis Chemical Co.
Standard Machine & Manufacturing
Standard Sheet Metal Inc.
Steelweld Equipment Company, Inc.
Stupp Bros. Bridge & Iron Co.
TG USA
True Manufacturing Co., Inc.
Universal Printing
Vaughan & Bushnell Mfg. Co.
VI-JON Laboratory Inc.
ZF Sachs Automotive

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

This signature does not include attesting to the full certification language of paragraph 31, because upon inquiry we have discovered that certain documents may have been disposed of prior to the time of the inquiry in the ordinary course of business. However, it is our understanding that any such documents did not include documents required to be maintained under applicable Federal law.

Agreed this 27th day of September, 2005.

For Respondent

By:  _____

Title: General Counsel, Alberici Constructors, Inc. f/k/a J.S. Alberici Construction Company

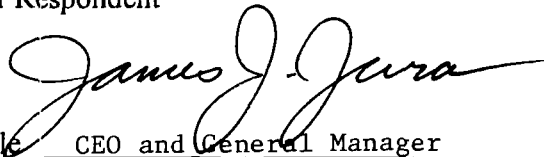
IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 7th day of October, 2005.

For Respondent

By 

Title CEO and General Manager
Associated Electric Cooperative, Inc.

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 30TH day of SEPTEMBER, 2005

For Respondent BACHMAN MACHINE CO.

By WG Bachman Jr

Title Pres

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 23rd day of September, 2005

For Respondent BASLER ELECTRIC

By Marilyn A. Freif

Title VP of Human Resources

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 6 day of OCTOBER, 2005

For Respondent Bell Sports, Inc.

By Thom Parks

Title VP OF CORP. AFFAIRS

IN THE MATTER OF:

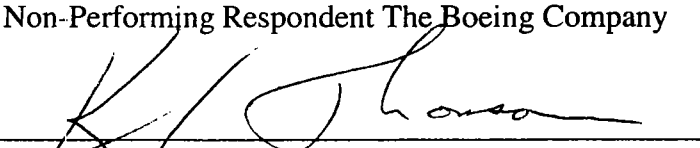
Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Non-Performing Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 23 day of September, 2005.

For Non-Performing Respondent The Boeing Company

By


Kirk J. Thomson

Title: Director of Environmental Affairs

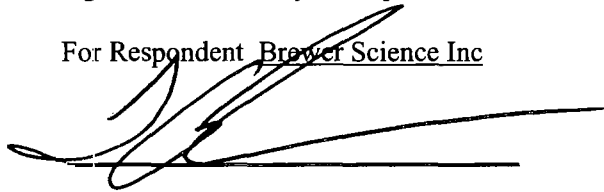
IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 26 day of September, 2005.

For Respondent Brewer Science Inc

A handwritten signature in black ink, appearing to read 'Tim Cunningham', is written over a horizontal line. The signature is stylized with a large, sweeping initial 'T'.

By Tim Cunningham

Title Managing Director Finance Group

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 26th day of September, 2005.

For Respondent CARLISUE SYMTEC INCORPORATED

By [Signature]

Title VP + GENERAL COUNSEL

IN THE MATTER OF:

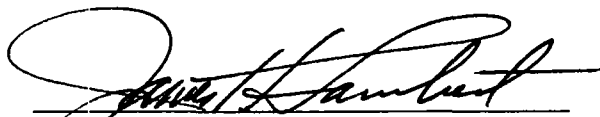
Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this ____ day of September, 2005

For Respondent:

CHEMCENTRAL Midwest Corporation, an Illinois Corporation, for and on behalf of itself and all other related and/or affiliated corporate entities.



By: James H. Lambert
Title: President

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 20th day of October, 2005

For Respondent Clean The Uniform Company St. Louis, f/k/a
 Clean Coverage Supply Co., Inc.

By



Title Co-President

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 7 day of October, 2005.

For Respondent CNH America LLC

By

Dan G. Mueller

Title

Senior Managing Attorney

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 4th day of October, 2005

For Respondent

By M. J. O'Brien (COOPER US, Inc / Bussman)

Title Director, Env. Affairs

IN THE MATTER OF:


Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 27th day of September, 2005 .

For Respondent: Elementis Chemicals Inc.
 f/k/a Harcros Chemicals Inc.
 f/k/a Thompson Hayward Chemical Company

By:



Glenn A. Cavanaugh

Title: President – Elementis Chemicals Inc.

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 6th day of October, 2005.

For Respondent Gardner Denver, Inc.

By Tracy S. Taylor

Title Vice President, Administration

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 28th day of September, 2005.

For Respondent

Heritage Environmental Services, LLC

By

Title

Vice President

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

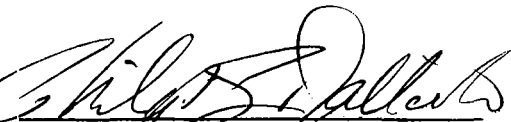
The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 23 day of Sept., 2005

For Respondent **Diagraph**

By

Title



Philip S. Dallosto
Associate General Counsel & Assistant Secretary
Illinois Tool Works Inc.

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 6th day of October, 2005.

For Respondent Interlake Material Handling, Inc.

By David W. Bertram

Title Chief Financial Officer

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 26th day of September 2005.

For Respondent The Briggett Company

By Dean H. O'Simone

Title Controller

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 22 day of September, 2005

For Respondent The Knapheide Mfg. Co.

By David E. Morimoto

Title SR.V.P. Operations

IN THE MATTER OF:

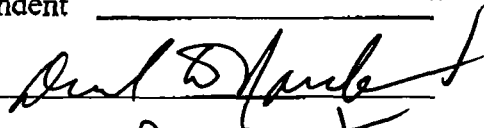
Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 23~~rd~~ day of September, 2005.

For Respondent Komatsu America International Co.

By



Title

Vice President

IN THE MATTER OF:

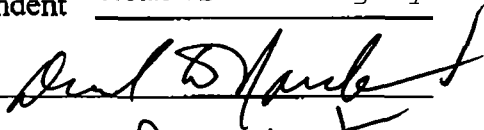
Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 29th day of September, 2005.

For Respondent Komatsu Mining Systems, Inc.

By



Title

Vice President

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 27th day of SEPTEMBER, 2005.

For Respondent LHB INDUSTRIES

By

A handwritten signature, possibly reading "LHB", enclosed within an oval shape.

Title PRESIDENT

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 6 day of October, 2005.

For Respondent Mid-States Paint

By 

Title Vice-President

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 30th day of September, 2005.

For Respondent MORTON METALCRAFT CO

By Rodney B. Lavin

Title VP - Finance

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of ^{non-performing} Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

^{for non-performing Respondent}
Agreed this 26th day of September, 2005.

For Respondent

By Susan W. Graham

Title President & C.E.O.

The P.D. George Company

XXVI. NOTICE OF COMPLETION OF WORK

74. When U.S. EPA determines, after U.S. EPA's review of the Final Report, that all Work has been fully performed in accordance with this Settlement Agreement, with the exception of any continuing obligations required by this Settlement Agreement, including, e.g., post-removal site controls, payment of Future Response Costs, and record retention, U.S. EPA will provide written notice to Performing Respondents. If U.S. EPA determines that any such Work has not been completed in accordance with this Settlement Agreement, U.S. EPA will notify Performing Respondents, provide a list of the deficiencies, and require that Performing Respondents modify the Work Plan if appropriate in order to correct such deficiencies. Performing Respondents shall implement the modified and approved Work Plan and shall submit a modified Final Report in accordance with the U.S. EPA notice. Failure by Performing Respondents to implement the approved modified Work Plan shall be a violation of this Settlement Agreement.

XXVII. SEVERABILITY/INTEGRATION/ATTACHMENTS

75. This Settlement Agreement and its attachments constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Settlement Agreement. The parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Settlement Agreement. The following attachments are incorporated into this Settlement Agreement: Attachments A-E.

XXVIII. EFFECTIVE DATE

76. This Settlement Agreement shall be effective upon receipt by Respondents of a copy of this Settlement Agreement signed by the Director, Superfund Division, U.S. EPA Region 5.

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 6 day of October, 2005.

For Respondent Parsons Company, Inc.

By Raymond A. Ashby
Title CFO

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 22 day of September, 2005

For Respondent

By E. B. Kern Pechiney Plastic
Packaging
Title Vice President & Secretary

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 5 day of October, 2005

For Respondent Perma-Fix Environmental Services

By John Zaucha

Title Interim President

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 26th day of September, 2005.

For Respondent PolyOne Corporation (successor to Dennis Chemical)

By Richard E. Hohn

Title Assistant Secretary

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 27 day of Sept., 2005

For Respondent

By



Title

President
Standard Machine & Mfg. Co.

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 23rd day of September, 2005.

For Respondent Standard Sheet Metal Works, Inc.

By Jay C. Harms


Title Jay C. Harms
President

1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 3rd day of October, 2005.

For Respondent: Steelweld Equipment Company, Inc.

By: 
Elaine B. Hunter

Title: President

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this ~~23rd~~ day of September, 2 005.

For Respondent Stupp Bros., Inc.

By Thomas L. Turra

Title Chief Financial Officer

IN THE MATTER OF:

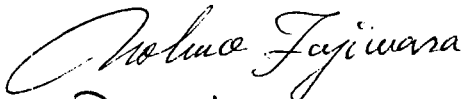
Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 13 day of October, 2005

For Respondent

By



Title

President
TG(USA)

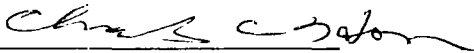
IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 23rd day of September, 2005.

For Respondent True Manufacturing Co



By Charles C. Hon

Title Engineering


IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 28 day of September, 2005

For Respondent

UNIVERSAL PRINTING COMPANY
By 

Title

CEO

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 30th day of September, 2005.

For Respondent - VAUGHAN & BUSHNELL MFG. CO.

By AA Mella

Title VICE PRESIDENT & TREASURER

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 22nd day of September, 2005.

For Respondent

By Bob Hess - VI-JAN Laboratories Inc
Non-Performing Respondent
Title V.P. Finance

IN THE MATTER OF:

Resource Recovery Group/Clayton Chemical Site (soil)
1 Mobile Avenue, Sauget, Illinois

The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the party they represent to this document.

Agreed this 6 day of October, 2005.

For Respondent **ZF Sachs Automotive**

By Matthias Benz

Title VP / CFO